

Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-7:**

Refer to Harrodsburg's 2021 Audit, Bonds Payable at page 31. For each outstanding bond issuance related to Harrodsburg's water operations, provide:

- a. The bond ordinance, or resolution authorizing its issuance.
- b. An amortization schedule for each outstanding bond issuance.
- c. A detailed explanation of why each bond issuance was issued.
- d. A calculation of the annual debt service payment, including all required payments

to debt service reserve accounts or funds, for each of the next three years.

**Response:** See attached documents: DR 1-07 92-11, DR 1-07 92-13, DR 1-07 92-15, DR 1-07 92-17, DR 1-07 KBC 2019 City of Harrodsburg Bond, and DR 1-07 Water Meter Loan. The debt service payments are available on the attached Excel worksheet titled DR 1-06 & 07 Debt Schedule. The required deposits to the debt service reserve accounts are on the attached Excel worksheets titled DR 1-06 & 07 Ws-ZZ-4 and DR 1-06 & 07 Debt Service Requirements

**Witness:** Shavonna Huffman, City Clerk

**UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
CITY OF HARRODSBURG  
WATERWORKS REVENUE BONDS, SERIES 2011**

No. R-1

Interest Rate: 2.75%

\$7,700,000

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Harrodsburg (the "City"), acting by and through its City Commission (the "City Commission"), a fourth class city in Mercer County, Kentucky for value received, hereby promises to pay to

The holder of this Bond has consented to the issuance of \$ 744,000 of bonds ranking on a parity as to security and source of payment with this bond.

**UNITED STATES OF AMERICA  
acting by and through the  
U.S. DEPARTMENT OF AGRICULTURE  
771 Corporate Drive, Suite 200  
Lexington, Kentucky 40503-5477**

the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

SEVEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$7,700,000),

on the first day of December, in years and installments as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2014	\$105,500	2027	\$160,000	2040	\$242,500
2015	109,000	2028	165,000	2041	250,500
2016	112,500	2029	170,500	2042	258,500
2017	116,000	2030	176,000	2043	267,000
2018	120,000	2031	182,000	2044	275,500
2019	124,000	2032	187,500	2045	284,500
2020	128,000	2033	194,000	2046	294,000
2021	132,000	2034	200,000	2047	303,500
2022	136,500	2035	206,500	2048	313,000
2023	141,000	2036	213,500	2049	323,500
2024	145,500	2037	220,500	2050	334,000
2025	150,000	2038	227,500	2051	340,500
2026	155,000	2039	235,000		

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of June and December in each year, beginning with the first June or December after the date of this Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the City.

This Bond is issued by the City under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 82 of the Kentucky Revised Statutes (collectively the "Act"), and pursuant to a duly enacted Bond Ordinance of the City authorizing same (the "Current Bond Ordinance"), to which Current Bond Ordinance reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the City, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing waterworks system of the City (said existing waterworks system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

This Bond is issued on a parity as to security and source of payment with the (i) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004A and B, dated October 29, 2004 (the "2004 Sewer Bonds"), authorized by an Ordinance enacted by the City Commission of the City on January 27, 2004 (the "2004 Sewer Bond Ordinance"); and (ii) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004, dated July 15, 2005 (the "2004 Water Bonds"), authorized by an Ordinance enacted by the City Commission of the City on September 14, 2004 (the "2004 Water Bond Ordinance") [hereinafter the 2004 Sewer Bonds and the 2004 Water Bonds shall be collectively referred to as the "Prior RD Bonds", and the 2004 Sewer Bond Ordinance and the 2004 Water Bond Ordinance shall be collectively referred to as the "Prior RD Bond Ordinance"], but subject to the vested rights and priorities in favor of the owners of the outstanding (i) Kentucky Infrastructure Authority Loan, dated September 1, 2002, in the original principal amount of \$3,336,516 (the "KIA Loan") and (ii) Kentucky Rural Water Finance Corporation Loan, dated March 24, 2004, in the original principal amount of \$2,877,000 (the "KRWFC Loan"). Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured on a parity with the Prior RD Bonds by a pledge of the gross revenues to be derived from the operation of the System, after providing for the requirements of the KIA Loan and the KRWFC Loan.

This Bond has been issued in full compliance with the Current Bond Ordinance and the Prior RD Bond Ordinance; and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Ordinance and Prior RD Bond Ordinance, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "City of Harrodsburg Water and Sewer Sinking Fund of 2004", created in the Prior RD Bond Ordinance.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the

System. As provided in the Current Bond Ordinance, the City covenants that so long as any of the Current Bonds are outstanding, the System will be continuously owned and operated by the City as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Current Bonds, and that the City will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Current Bonds and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The City has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond, if necessary in order to complete the aforesaid extensions, additions and improvements to the System and to finance future extensions, additions and improvements to the System, provided the City has met the requirements of the Current Bond Ordinance.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the City Clerk of the City as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or its duly authorized attorney, which transfer shall be noted upon this Bond and upon the registration book of the City kept for that purpose.

The City, at its option, shall have the right to prepay, on any interest payment date on and after December 1, 2020, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the City may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by certified mail to the registered owner of this Bond or its assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the City to comply with any other provision of this Bond or with any provision of the Current Bond Ordinance, the registered owner may, at its option, institute all rights and remedies provided by law or by said Current Bond Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said City of Harrodsburg, by its City Commission, has caused this Bond to be executed by its Mayor, its corporate seal to be hereunto affixed, and attested by its City Clerk, on the date of this Bond, which is May 1, 2012.

CITY OF HARRODSBURG, KENTUCKY

By Eddie Long  
Mayor

Attest:

Kim Stinnett  
City Clerk

(Seal of City)

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the City kept for that purpose by the City Clerk, as Bond Registrar, upon presentation hereof to said City Clerk, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
May 1, 2012	UNITED STATES OF AMERICA acting by and through the U.S. DEPARTMENT OF AGRICULTURE 771 Corporate Drive, Suite 200 Lexington, Kentucky 40503-5477	<u>Kim Stinnett</u>

92-13

**UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
CITY OF HARRODSBURG  
SEWER SYSTEM REVENUE BONDS, SERIES 2014A**

No. AR-1

Interest Rate: 3.25%

\$744,000

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the City of Harrodsburg (the "City"), acting by and through its City Commission (the "City Commission"), a fourth class city in Mercer County, Kentucky for value received, hereby promises to pay to

**UNITED STATES OF AMERICA  
acting by and through the  
U.S. DEPARTMENT OF AGRICULTURE  
771 Corporate Drive, Suite 200  
Lexington, Kentucky 40503-5477**

the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

**SEVEN HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$744,000),**

on the first day of December, in years and installments as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2016	\$10,000	2029	\$15,500	2042	\$23,500
2017	10,500	2030	16,000	2043	24,500
2018	10,500	2031	16,500	2044	25,000
2019	11,000	2032	17,000	2045	26,000
2020	11,500	2033	17,500	2046	27,000
2021	11,500	2034	18,000	2047	28,000
2022	12,000	2035	18,500	2048	29,000
2023	12,500	2036	19,500	2049	30,000
2024	13,000	2037	20,000	2050	31,000
2025	13,500	2038	20,500	2051	32,000
2026	14,000	2039	21,500	2052	33,000
2027	14,500	2040	22,000	2053	30,000
2028	15,000	2041	23,000		

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of June and December in each year, beginning with the first June or December after the date of this

Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the City.

This Series A Bond is issued by the City as part of an issue in the aggregate principal amount of \$1,744,000, consisting of \$744,000 of Series A Bonds and \$1,000,000 of Series B Bonds under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 82 of the Kentucky Revised Statutes (collectively the "Act"), and pursuant to a duly enacted Bond Ordinance of the City authorizing same (the "Current Bond Ordinance"), to which Current Bond Ordinance reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the City, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing sewer system of the City (said existing sewer system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

This Bond is issued on a parity as to security and source of payment with the (i) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004A and B, dated October 29, 2004 (the "2004 Sewer Bonds"), authorized by an Ordinance enacted by the City Commission of the City on January 27, 2004 (the "2004 Sewer Bond Ordinance"); (ii) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004, dated July 15, 2005 (the "2004 Water Bonds"), authorized by an Ordinance enacted by the City Commission of the City on September 14, 2004 (the "2004 Water Bond Ordinance"); and (iii) City of Harrodsburg Waterworks Revenue Bonds, Series 2011, dated May 1, 2012 (the "2011 Bonds"), authorized by an Ordinance enacted by the City Commission of the City on February 14, 2011 (the "2011 Bond Ordinance") [hereinafter the 2004 Sewer Bonds, the 2004 Water Bonds and the 2011 Bonds shall be collectively referred to as the "Prior RD Bonds", and the 2004 Sewer Bond Ordinance, the 2004 Water Bond Ordinance and the 2011 Bond Ordinance shall be collectively referred to as the "Prior RD Bond Ordinance"], but subject to the vested rights and priorities in favor of the owners of the outstanding (i) Kentucky Infrastructure Authority Loan, dated September 1, 2002, in the original principal amount of \$3,336,516 (the "KIA Loan") and (ii) Kentucky Rural Water Finance Corporation Loan, dated March 24, 2004, in the original principal amount of \$2,877,000 (the "KRWFC Loan"). Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured on a parity with the Prior RD Bonds by a pledge of the gross revenues to be derived from the operation of the System, after providing for the requirements of the KIA Loan and the KRWFC Loan.

This Bond has been issued in full compliance with the Current Bond Ordinance and the Prior RD Bond Ordinance; and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Ordinance and Prior RD Bond Ordinance, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "City of Harrodsburg Water and Sewer Sinking Fund of 2004", created in the Prior RD Bond Ordinance.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the System. As provided in the Current Bond Ordinance, the City covenants that so long as any of the Current Bonds are outstanding, the System will be continuously owned and operated by the City as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Current Bonds, and that the City will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Current Bonds and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The City has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond, if necessary in order to complete the aforesaid extensions, additions and improvements to the System and to finance future extensions, additions and improvements to the System, provided the City has met the requirements of the Current Bond Ordinance.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the City Clerk of the City as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or its duly authorized attorney, which transfer shall be noted upon this Bond and upon the registration book of the City kept for that purpose.

The City, at its option, shall have the right to prepay, on any interest payment date on and after December 1, 2023, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the City may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by certified mail to the registered owner of this Bond or its assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the City to comply with any other provision of this Bond or with any provision of the Current Bond Ordinance, the registered owner may, at its option, institute all rights and remedies provided by law or by said Current Bond Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of



this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said City of Harrodsburg, by its City Commission, has caused this Bond to be executed by its Mayor, its corporate seal to be hereunto affixed, and attested by its City Clerk, on the date of this Bond, which is August 1, 2014.

CITY OF HARRODSBURG, KENTUCKY

By Eddie Long  
Mayor

Attest:

Kim Stennett  
City Clerk

(Seal of City)

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the City kept for that purpose by the City Clerk, as Bond Registrar, upon presentation hereof to said City Clerk, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
August 1, 2014	UNITED STATES OF AMERICA acting by and through the U.S. DEPARTMENT OF AGRICULTURE 771 Corporate Drive, Suite 200 Lexington, Kentucky 40503-5477	<u>Kim Stennett</u>

92-15

**UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
CITY OF HARRODSBURG  
SEWER SYSTEM REVENUE BONDS, SERIES 2014B**

No. BR-1

Interest Rate: 2.75%

\$1,000,000

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Harrodsburg (the "City"), acting by and through its City Commission (the "City Commission"), a fourth class city in Mercer County, Kentucky for value received, hereby promises to pay to

**UNITED STATES OF AMERICA  
acting by and through the  
U.S. DEPARTMENT OF AGRICULTURE  
771 Corporate Drive, Suite 200  
Lexington, Kentucky 40503-5477**

the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

ONE MILLION DOLLARS (\$1,000,000),

on the first day of December, in years and installments as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2016	\$15,000	2029	\$21,500	2042	\$31,000
2017	15,500	2030	22,500	2043	31,500
2018	16,000	2031	23,000	2044	32,500
2019	16,500	2032	23,500	2045	33,500
2020	17,000	2033	24,000	2046	34,500
2021	17,500	2034	25,000	2047	35,500
2022	18,000	2035	25,500	2048	36,500
2023	18,500	2036	26,000	2049	37,500
2024	19,000	2037	27,000	2050	38,500
2025	19,500	2038	27,500	2051	39,500
2026	20,000	2039	28,500	2052	40,500
2027	20,500	2040	29,000	2053	42,000
2028	21,000	2041	30,000		

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of June and December in each year, beginning with the first June or December after the date of this

Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the City.

This Series B Bond is issued by the City as part of an issue in the aggregate principal amount of \$1,744,000, consisting of \$744,000 of Series A Bonds and \$1,000,000 of Series B Bonds under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 82 of the Kentucky Revised Statutes (collectively the "Act"), and pursuant to a duly enacted Bond Ordinance of the City authorizing same (the "Current Bond Ordinance"), to which Current Bond Ordinance reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the City, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing sewer system of the City (said existing sewer system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

This Bond is issued on a parity as to security and source of payment with the (i) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004A and B, dated October 29, 2004 (the "2004 Sewer Bonds"), authorized by an Ordinance enacted by the City Commission of the City on January 27, 2004 (the "2004 Sewer Bond Ordinance"); (ii) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004, dated July 15, 2005 (the "2004 Water Bonds"), authorized by an Ordinance enacted by the City Commission of the City on September 14, 2004 (the "2004 Water Bond Ordinance"); and (iii) City of Harrodsburg Waterworks Revenue Bonds, Series 2011, dated May 1, 2012 (the "2011 Bonds"), authorized by an Ordinance enacted by the City Commission of the City on February 14, 2011 (the "2011 Bond Ordinance") [hereinafter the 2004 Sewer Bonds, the 2004 Water Bonds and the 2011 Bonds shall be collectively referred to as the "Prior RD Bonds", and the 2004 Sewer Bond Ordinance, the 2004 Water Bond Ordinance and the 2011 Bond Ordinance shall be collectively referred to as the "Prior RD Bond Ordinance"], but subject to the vested rights and priorities in favor of the owners of the outstanding (i) Kentucky Infrastructure Authority Loan, dated September 1, 2002, in the original principal amount of \$3,336,516 (the "KIA Loan") and (ii) Kentucky Rural Water Finance Corporation Loan, dated March 24, 2004, in the original principal amount of \$2,877,000 (the "KRWFC Loan"). Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured on a parity with the Prior RD Bonds by a pledge of the gross revenues to be derived from the operation of the System, after providing for the requirements of the KIA Loan and the KRWFC Loan.

This Bond has been issued in full compliance with the Current Bond Ordinance and the Prior RD Bond Ordinance; and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Ordinance and Prior RD Bond Ordinance, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "City of Harrodsburg Water and Sewer Sinking Fund of 2004", created in the Prior RD Bond Ordinance.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the System. As provided in the Current Bond Ordinance, the City covenants that so long as any of the Current Bonds are outstanding, the System will be continuously owned and operated by the City as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Current Bonds, and that the City will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Current Bonds and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The City has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond, if necessary in order to complete the aforesaid extensions, additions and improvements to the System and to finance future extensions, additions and improvements to the System, provided the City has met the requirements of the Current Bond Ordinance.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the City Clerk of the City as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or its duly authorized attorney, which transfer shall be noted upon this Bond and upon the registration book of the City kept for that purpose.

The City, at its option, shall have the right to prepay, on any interest payment date on and after December 1, 2023, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the City may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by certified mail to the registered owner of this Bond or its assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the City to comply with any other provision of this Bond or with any provision of the Current Bond Ordinance, the registered owner may, at its option, institute all rights and remedies provided by law or by said Current Bond Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of

this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said City of Harrodsburg, by its City Commission, has caused this Bond to be executed by its Mayor, its corporate seal to be hereunto affixed, and attested by its City Clerk, on the date of this Bond, which is August 1, 2014.

CITY OF HARRODSBURG, KENTUCKY

By Eddie Jones  
Mayor

Attest:

Kim Stennett  
City Clerk

(Seal of City)

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the City kept for that purpose by the City Clerk, as Bond Registrar, upon presentation hereof to said City Clerk, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
August 1, 2014	UNITED STATES OF AMERICA acting by and through the U.S. DEPARTMENT OF AGRICULTURE 771 Corporate Drive, Suite 200 Lexington, Kentucky 40503-5477	<u>Kim Stennett</u>

**UNITED STATES OF AMERICA  
COMMONWEALTH OF KENTUCKY  
CITY OF HARRODSBURG  
SEWER SYSTEM REVENUE BONDS, SERIES 2016**

No. R-1

Interest Rate: 2.75%

\$8,840,000

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Harrodsburg (the "City"), acting by and through its City Commission (the "City Commission"), a home rule city in Mercer County, Kentucky for value received, hereby promises to pay to

**UNITED STATES OF AMERICA  
acting by and through the  
U.S. DEPARTMENT OF AGRICULTURE  
771 Corporate Drive, Suite 200  
Lexington, Kentucky 40503-5477**

the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

EIGHT MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS (\$8,840,000),

on the first day of December, in years and installments as follows:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2019	\$135,000	2032	\$192,000	2045	\$273,000
2020	138,500	2033	197,000	2046	280,500
2021	142,500	2034	202,500	2047	288,000
2022	146,000	2035	208,000	2048	296,000
2023	150,500	2036	214,000	2049	304,000
2024	154,500	2037	219,500	2050	312,500
2025	158,500	2038	225,500	2051	321,000
2026	163,000	2039	232,000	2052	330,000
2027	167,500	2040	238,500	2053	339,000
2028	172,000	2041	245,000	2054	348,500
2029	177,000	2042	251,500	2055	358,000
2030	181,500	2043	258,500	2056	367,000
2031	186,500	2044	265,500		

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of June and December in each year, beginning with the first June or December after the date of this

Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the City.

This Bond is issued by the City under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 82 of the Kentucky Revised Statutes (collectively the "Act"), and pursuant to a duly enacted Bond Ordinance of the City authorizing same (the "Current Bond Ordinance"), to which Current Bond Ordinance reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the City, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing sewer system of the City (said existing sewer system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

This Bond is issued on a parity as to security and source of payment with the (i) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004A and B, dated October 29, 2004 (the "2004 Sewer Bonds"), authorized by an Ordinance enacted by the City Commission of the City on January 27, 2004 (the "2004 Sewer Bond Ordinance"); (ii) City of Harrodsburg Water and Sewer Revenue Bonds, Series 2004, dated July 15, 2005 (the "2004 Water Bonds"), authorized by an Ordinance enacted by the City Commission of the City on September 14, 2004 (the "2004 Water Bond Ordinance"); (iii) City of Harrodsburg Waterworks Revenue Bonds, Series 2011, dated May 1, 2012 (the "2011 Bonds"), authorized by an Ordinance enacted by the City Commission of the City on February 14, 2011 (the "2011 Bond Ordinance"); and (iv) City of Harrodsburg Sewer System Revenue Bonds, Series 2014, dated August 1, 2014 (the "2014 Bonds"), authorized by an Ordinance enacted by the City Commission of the City on October 14, 2013 (the "2014 Bond Ordinance") [hereinafter the 2004 Sewer Bonds, the 2004 Water Bonds, the 2011 Bonds and the 2014 Bonds shall be collectively referred to as the "Prior RD Bonds", and the 2004 Sewer Bond Ordinance, the 2004 Water Bond Ordinance, the 2011 Bond Ordinance and the 2014 Bond Ordinance shall be collectively referred to as the "Prior RD Bond Ordinance"], but subject to the vested rights and priorities in favor of the owners of the outstanding (i) Kentucky Infrastructure Authority Loan, dated September 1, 2002, (the "KIA Loan") and (ii) Kentucky Rural Water Finance Corporation Loan, dated March 24, 2004, as amended on February 27, 2013, in the original principal amount of \$2,877,000 (the "KRWFC Loan"). Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured on a parity with the Prior RD Bonds by a pledge of the gross revenues to be derived from the operation of the System, after providing for the requirements of the KIA Loan and the KRWFC Loan.

This Bond has been issued in full compliance with the Current Bond Ordinance and the Prior RD Bond Ordinance; and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Ordinance and Prior RD Bond Ordinance, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "City of Harrodsburg Water and Sewer Sinking Fund of 2004", created in the Prior RD Bond Ordinance.

This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the System. As provided in the Current Bond Ordinance, the City covenants that so long as any of the Current Bonds are outstanding, the System will be continuously owned and operated by the City as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Current Bonds, and that the City will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Current Bonds and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The City has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond, if necessary in order to complete the aforesaid extensions, additions and improvements to the System and to finance future extensions, additions and improvements to the System, provided the City has met the requirements of the Current Bond Ordinance.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the City Clerk of the City as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or its duly authorized attorney, which transfer shall be noted upon this Bond and upon the registration book of the City kept for that purpose.

The City, at its option, shall have the right to prepay, on any interest payment date on and after December 1, 2024, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the City may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by certified mail to the registered owner of this Bond or its assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the City to comply with any other provision of this Bond or with any provision of the Current Bond Ordinance, the registered owner may, at its option, institute all rights and remedies provided by law or by said Current Bond Ordinance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of



this Bond, together with all other obligations of the City, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said City of Harrodsburg, by its City Commission, has caused this Bond to be executed by its Mayor, its corporate seal to be hereunto affixed, and attested by its City Clerk, on the date of this Bond, which is June 28, 2018.

CITY OF HARRODSBURG, KENTUCKY

By Eddie Long  
Mayor

Attest:

Kim Stennett  
City Clerk

(Seal of City)

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the City kept for that purpose by the City Clerk, as Bond Registrar, upon presentation hereof to said City Clerk, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
June 28, 2018	UNITED STATES OF AMERICA acting by and through the U.S. DEPARTMENT OF AGRICULTURE 771 Corporate Drive, Suite 200 Lexington, Kentucky 40503-5477	<u>Kim Stennett</u>

**REVENUE LEASE**

**LEASE AGREEMENT**

**KENTUCKY BOND CORPORATION**

LESSEE: City of Harrodsburg, Kentucky  
LESSEE'S ADDRESS: 208 South Main Street  
Harrodsburg, Kentucky 40330  
DATE OF LEASE: November 6, 2019  
TERMINATION DATE: February 1, 2043

This Lease Agreement constitutes a Security Agreement and all right, title and interest of the Lessor herein has been assigned to The Bank of New York Mellon Trust Company, N.A., as trustee under a Trust Indenture dated as of July 1, 2010 between it and the Lessor.

**TABLE OF CONTENTS**

This Table of Contents is not a part of the Lease Agreement and is for convenience only. The captions herein are of no legal effect and do not vary the meaning or legal effect of any part of the Lease Agreement.

	<u>Page</u>
Section 1. Definitions .....	1
Section 2. Representations, Covenants and Warranties of the Lessee .....	3
Section 3. Representations, Covenants and Warranties of Lessor .....	3
Section 4. Demising Clause; Title; Security Interest .....	3
Section 5. Duration of Lease Term .....	4
Section 6. Termination of Lease Term .....	4
Section 7. Enjoyment .....	4
Section 8. Lease Rental Payments .....	4
Section 9. Manner of Payment .....	4
Section 10. Expression of Lessee’s Need for the Project; Determination as to Useful Life .....	5
Section 11. [Reserved] .....	5
Section 12. Agreement to Acquire, Construct and Install the Project and Lease to the Lessee .....	5
Section 13. Disbursements from the Participant Disbursement Account .....	5
Section 14. Risk of Loss; Damage; Destruction .....	5
Section 15. Disclaimer of Warranties .....	5
Section 16. Financial Reports; Notice .....	5
Section 17. Inspection and Lessee Reports .....	6
Section 18. Maintenance of the Project by the Lessee .....	6
Section 19. Modification of the Project; Installation of Equipment and Machinery of the Lessee .....	6
Section 20. Provisions Regarding Casualty, Public Liability and Property Damage Insurance .....	6
Section 21. No Encumbrance, Mortgage or Pledge of Project .....	6
Section 22. Assignment by Lessor .....	6
Section 23. Assignment and Subleasing by the Lessee .....	7
Section 24. Purchase Option .....	7
Section 25. Release and Indemnification Covenants .....	7
Section 26. Events of Default Defined .....	7
Section 27. Remedies on Default .....	7
Section 28. Notices .....	8
Section 29. Amendments, Changes and Modifications .....	8
Section 30. Third Party Beneficiary .....	8
Section 31. Lessee Acknowledgment of the Bonds .....	8
Section 32. Miscellaneous .....	8
 Signatures .....	 9
 EXHIBIT A DESCRIPTION OF PROJECT .....	 10
EXHIBIT B LEASE RENTAL PAYMENTS .....	11
EXHIBIT C FORM OF RESOLUTION .....	12
EXHIBIT D OPINION OF LESSEE’S COUNSEL .....	14
EXHIBIT E CERTIFICATE OF OFFICIALS OF LESSEE .....	15
EXHIBIT F REQUEST FOR DISBURSEMENT .....	17
EXHIBIT G FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE .....	18
EXHIBIT H TAX CERTIFICATE .....	19
EXHIBIT I CONTINUING DISCLOSURE AGREEMENT .....	32
EXHIBIT J ACH SERVICE AGREEMENT FORM .....	38

## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated the date shown on the cover page hereof (together with any amendments hereto made in accordance herewith, this "Lease"), is entered into by and between the Kentucky Bond Corporation (the "Lessor"), as the lessor hereunder, a nonprofit corporation duly created and existing under the laws of the Commonwealth of Kentucky (the "State"), and the Lessee shown on the cover page hereof (the "Lessee"), as lessee hereunder, a body politic and corporate validly existing under the constitution, statutes and laws of the State.

### WITNESSETH:

WHEREAS, the governing body of the Lessee (the "Governing Body") has the power, pursuant to Section 65.940 *et seq.* of the Kentucky Revised Statutes to enter into lease agreements with or without the option to purchase in order to provide for the use of property for public purposes;

WHEREAS, the Governing Body has previously determined, and hereby further determines, that the Lessee is in need of the Project, as defined herein;

WHEREAS, the Governing Body has determined and hereby determines that it is in the best interests of the Lessee that the Lessee and the Lessor enter into this Lease for the leasing by the Lessee from the Lessor of the Project and to become a Participant in the Program, as defined in the Indenture;

WHEREAS, the execution, delivery and performance of this Lease, have been authorized, approved and directed by the Governing Body by a resolution finally passed and adopted by the Governing Body; and

WHEREAS, the Lessor desires to lease the Project to the Lessee, and the Lessee desires to lease the Project from the Lessor, pursuant to the terms and conditions and for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. All words and phrases will have the meanings specified below unless the context clearly requires otherwise. Terms not defined herein will have the meanings assigned to them in the Indenture. References to Sections mean Sections of this Lease unless otherwise indicated.

"Additional Rentals" means the aggregate of (i) any expenses (including attorneys' fees and expenses) of the Lessor and/or the Trustee in defending an action or proceeding in connection with this Lease or in enforcing the provisions of this Lease; (ii) any taxes or any other expenses, including, but not limited to, licenses, permits, state and local sales and use or ownership taxes or property taxes and recording fees and/or other fees which the Lessor is expressly required to pay as a result of or in connection with this Lease; and (iii) the Lessee's Proportionate Share of any Administrative Expenses and Fiduciary Fees to the extent the same are not included in and paid as Base Rentals.

"Administrative Expenses" means the fees and expenses of the Lessor in administering the Program.

"Base Rentals" means the payments payable by the Lessee which constitute the principal component and interest component of Lease Rental Payments hereunder and other amounts set forth in Exhibit B.

"Bonds" mean the Bonds issued by the Kentucky Bond Corporation to fund this Lease.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto and applicable to the Bonds or the use of the proceeds thereof.

"Costs" means, with respect to the Project, all or any part of the cost of construction, installation and acquisition of all land, buildings, structures, machinery and equipment; finance charges; extensions, enlargements, additions, replacements, renovations and improvements; engineering, financial and legal services; plans, specifications, studies, surveys, estimates of cost of revenue, administrative expenses, expenses necessary or incidental to determining the feasibility or practicability of constructing a Project; and such other expenses as the Lessor determines may be necessary or incidental to the construction, installation and acquisition of the Project, the financing of such

construction, installation and acquisition, interest during construction, installation or acquisition and the placing of the Project in service.

“Fiduciary Fees” shall mean the contractual fees and expenses (including reasonable attorney’s fees) of the Trustee under the terms of the Indenture.

“Indenture” means the General Trust Indenture dated as of July 1, 2010, as supplemented and amended, and the Series Indenture related to this Lease, which is entered into in accordance therewith.

“Late Payment Rate” means the per annum rate equal to 2.00% plus the greater of (i) the average interest rate on investments in the Debt Service Reserve Fund and (ii) the rate used to determine the interest component of Lease Rental Payments during the applicable period.

“Lease” means this Lease Agreement and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the Exhibits attached hereto.

“Lease Rental Payments” means Base Rentals and Additional Rentals, which constitute the payments payable by the Lessee for and in consideration of the right to use and the option to purchase the Project and constitute Financing Payments under the Indenture.

“Lease Term” means the term of this Lease as determined pursuant to Sections 5 and 6 hereof.

“Lessee” means the Lessee identified on the cover page hereto.

“Lessor” means Kentucky Bond Corporation, acting as lessor under this Lease, or any successor thereto acting as lessor under this Lease.

“Optional Prepayment Price” means the amount determined by the Lessor and provided to the Trustee, which a Participant may, in its discretion, pay hereunder in order to prepay in full its Lease Rental Payments, which amount shall be equal to the unpaid principal component of Lease Rental Payments increased by the sum of (a) the amount of any due or past due Lease Rental Payments together with interest on such past due Lease Rental Payments to the date of such prepayment in full; (b) the unpaid accrued interest on the outstanding principal component of the Lease Rental Payments to the next date on which the related Bonds can be redeemed; (c) an amount of Defeasance Obligations which, together with the interest income thereon (as certified by the Program Administrator, Bond Counsel or other entity satisfactory to the Trustee), will be sufficient to pay Lease Rental Payments, which would have been due hereunder, if this Lease had not been prepaid, between the date of the prepayment and the date the prepayment will be used to redeem Bonds; (d) any additional Lease Rental Payments to the extent known or determinable at the time the prepayment is made through the date that the prepayment will be used to redeem Bonds; and (e) an amount equal to the premium, if any, payable on any Bonds to be redeemed on account of the payment of such Optional Prepayment Price. A Lease may not be prepaid if for any reason the Optional Prepayment Price cannot be calculated.

“Participant Disbursement Account” means the account by that name established for the Lessee by the Trustee under the Indenture.

“Program Administrator” means the Lessor or such other entity or unincorporated association as may be appointed in accordance with the Indenture to administer the Program and perform the duties and obligations of Program Administrator under the Indenture.

“Project” means property, the Costs of which are financed or refinanced, or the Costs of which are reimbursed hereunder, as more particularly described in Exhibit A hereto.

“Proportionate Share” means, as of a date of calculation, a fraction, the numerator of which is the unpaid principal components of Base Rentals hereunder, and the denominator of which is the sum of the unpaid principal components under all Financing Agreements related to the same Series of Bonds.

“State” means the Commonwealth of Kentucky.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee under the Indenture, and any successor trustee at the time serving as such under the Indenture.

Section 2. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants, in addition to any additional representations, covenants and warranties as may be set forth in Exhibit G, that (a) it is a body politic and corporate of the State; (b) it has full power and authority to enter into and to perform its obligations under, this Lease and all related documents; (c) it has duly authorized this Lease and all related documents; (d) this Lease and all related documents are valid, legal and binding obligations of the Lessee, enforceable against the Lessee in accordance with its terms; (e) the execution and delivery of this Lease and all related documents does not conflict with or result in a breach of the terms of any agreement or instrument by which the Lessee is bound, or conflicts with or results in a violation of any provision of law or regulation applicable to the Lessee; (f) there is no action, suit, proceeding or investigation before or by any court or public body wherein an unfavorable decision would materially and adversely affect the transactions contemplated by this Lease; (g) it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Rental Payments; (h) the Project furthers the Lessee’s governmental purposes, serves a public purpose and is in the best interests of the Lessee and at the time of execution and delivery of the Lease, the Lessee intends to annually appropriate the Lease Rental Payments due hereunder; and (i) during the Lease Term, the Project will at all times be used only for the purpose of performing one or more lawful governmental functions of the Lessee.

The Lessee acknowledges that it has requested that the Lessor act on its behalf to issue the Bonds and that this Lease is being funded with the proceeds of bonds which may require the Lessee to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the “Code”). The Lessee covenants and agrees that it will not take or omit to take any actions that conflict with the requirements of the Code that are applicable to the Bonds.

Section 3. Representations, Covenants and Warranties of Lessor. The Lessor represents, covenants and warrants that (a) it is a nonprofit corporation duly created and validly existing under the laws of the State, has all necessary power and authority to perform its obligations under, this Lease, and has duly authorized the execution and delivery of this Lease; (b) the execution and delivery of this Lease does not conflict with or result in a breach of the terms of any agreement or instrument by which the Lessor is bound, or conflicts with or results in a violation of any provision of law or regulation applicable to the Lessor; (c) there is no litigation or proceeding pending or threatened against the Lessor or any other person affecting the right of the Lessor to execute or deliver this Lease or to comply with its obligations under this Lease.

Section 4. Demising Clause; Title; Security Interest. The Lessor leases the Project to the Lessee, and the Lessee leases the Project from the Lessor, in accordance with the provisions of this Lease, to have and to hold for the Lease Term. The Lessee will take possession of the Project upon delivery thereof.

Legal title to the Project and all fixtures, appurtenances and other permanent accessories thereto and all interests therein will be held by the Lessee, subject to Lessor’s rights under this Lease. Lessor and Lessee agree that this Lease or any other appropriate documents may be filed or recorded to evidence the parties’ respective interests in the Project and the Lease.

In order to secure all of its obligations hereunder, the Lessee hereby (i) grants to the Lessor a first and prior security interest in any and all right, title and interest of the Lessee in the portions of the Project that constitute personal property and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

The Lessor’s interest shall terminate upon (a) the Lessee’s exercise of the purchase option granted in Section 24 hereof, or (b) the complete payment and performance by the Lessee of all of its obligations hereunder; provided, however, that title shall immediately and without any action by the Lessee vest in the Lessor and the Lessee shall immediately surrender possession of the Project to the Lessor upon (i) any termination of this Lease without the Lessee exercising its option to purchase pursuant to this Lease or (ii) the occurrence of an Event of Default. In any of such cases, the Lessee agrees to execute such instruments and do such things as the Lessor reasonably requests and as may be required by law in order to effectuate transfer of any and all of the Lessee’s right, title and interest in the Project, as

is, to the Lessor. It is hereby acknowledged by the Lessor and the Lessee that the Lessee intends to purchase the Project on the terms set forth in this Lease.

Section 5. Duration of Lease Term. The Lease Term will commence and terminate on the dates shown on the cover page hereof unless earlier terminated as provided in Section 6. No provision of this Lease will be construed as creating a general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of (a) the termination of Lessor's interest in the Project pursuant to Section 24; or (b) an Event of Default and termination of this Lease as provided in Section 27.

Termination of the Lease Term will terminate the Lessee's rights to use, possess or occupy the Project (unless a conveyance of the Project to the Lessee has occurred).

Section 7. Enjoyment. The Lessor hereby covenants that the Lessee will during the Lease Term peaceably and quietly have and hold and enjoy the Project without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease. The Lessor will, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action regarding the Project and the Lessee may, at its own expense, join in any legal action affecting the Project.

Section 8. Lease Rental Payments. The Lessee shall pay Base Rentals in the amounts and at the times set forth in Exhibit B, as said Exhibit B is in effect on the first day of each fiscal year during the Lease Term.

The Lessee will pay Additional Rentals within fifteen (15) days after a written request therefor is mailed to the Lessee by or on behalf of the Lessor.

Any Lease Rental Payment that is not paid within 10 days of the date due shall bear interest thereon at the Late Payment Rate. Amounts due pursuant to this paragraph will be deemed to be Additional Rentals due and payable when incurred and without further written demand therefor.

The Lessee agrees and acknowledges that (a) the Trustee is authorized under the Indenture to draw amounts from the Debt Service Reserve Fund if the Lessee fails to make any part of a Lease Rental Payment when due and (b) Exhibit B will be deemed automatically amended if the Trustee draws on such account to cure deficiencies in the payment of Lease Rental Payments, to increase the principal component of Lease Rental Payments due on the next applicable payment dates (which monthly payment dates may be established if there are less than 48 remaining payment dates) so that the amount such draw has caused the amount remaining on deposit in the Debt Service Reserve Fund to be less than the Debt Service Reserve Requirement (as determined in accordance with the Indenture) is repaid no later than 48 months from the date of such draw and to increase the interest component of Lease Rental Payments due on such dates on the unpaid amount so drawn at the rate per annum equal to the Late Payment Rate. Promptly following any such automatic amendment, the Lessor will mail to the Lessee a revised Exhibit B (identified by date or other means), by first class mail, postage prepaid; provided that any failure to mail such revised Exhibit B will not affect the obligation of the Lessee to make the revised Lease Rental Payments. Amounts drawn from the Debt Service Reserve Fund and applied to payment of all or any portion of Lease Rental Payments will satisfy such Lease Rental Payment to the extent so applied.

Each Lease Rental Payment will be applied first to the Base Rentals then due and payable, then as Additional Rentals then due and payable.

This Lease will be deemed and construed to be a "net lease," and the Lessee will pay absolutely net during the Lease Term, the Lease Rental Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or set-off (other than credits against Lease Rental Payments expressly provided for in this Lease).

Section 9. Manner of Payment. Unless Lessee has submitted a properly executed ACH service agreement acceptable to the Trustee or has otherwise provided for the electronic transfer of payments, all Lease Rental Payments will be paid by check made payable and delivered to the Trustee. The obligation of the Lessee to pay the Lease Rental Payments and to perform and observe the covenants and conditions contained herein during the Lease Term will be absolute and unconditional except as otherwise expressly provided in this Lease, and payment of the

Lease Rental Payments may not be abated through accident or unforeseen circumstances or payment of this Lease from the Debt Service Reserve Fund or damage to, destruction of, or failure to complete, the Project. Lessee will not assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor (or any of its assigns) will affect the Lessee's obligation to pay all Lease Rental Payment during the Lease Term.

Section 10. Expression of Lessee's Need for the Project; Determination as to Useful Life. The Lessee hereby declares its current need for the Project and further determines and declares its expectations that the Project will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being acquired throughout the Lease Term. The Lessee hereby determines and declares that, to the best of its knowledge, the period during which the Lessee has an option to purchase the Project (i.e. the maximum term of this Lease) does not exceed the useful life of the Project.

Section 11. [Reserved]

Section 12. Agreement to Acquire, Construct and Install the Project and Lease to the Lessee. The Lessee will provide for completion of the acquisition, construction, installation and equipping of the Project by the Lessee as the agent of the Lessor. The Lessee agrees that it will do all things which may be necessary or proper for the construction, acquisition, installation and equipping of the Project, on behalf of the Lessor. So long as this Lease is in full force and effect and no Event of Default has occurred, the Lessee will have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Lessee, and is accepted by the Lessee, and will not be terminated or restricted by act of the Lessor or the Trustee, except as provided in this Section. All contracts relating to the Project are hereby assigned to the Lessor.

Section 13. Disbursements from the Participant Disbursement Account. As long as no Event of Default has occurred, and the Lessee's right to control acquisition, construction, installation and equipping of the Project has not otherwise been terminated, disbursements from the Participant Disbursement Account may be made to pay or reimburse the Lessee for Costs of the Project. The Lessee must provide to the Lessor for approval, and thereafter to the Trustee, a request for disbursement substantially in the form set forth in Exhibit F hereto.

If an Event of Default occurs prior to the completion of the Project or if the right of the Lessee to control the acquisition, construction, installation and equipping of the Project has been otherwise terminated, amounts on deposit in the Participant Disbursement Account may be utilized by the Lessor to complete the Project.

Section 14. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss or damage to the Project from any cause whatsoever. No loss of or damage to, or appropriation by governmental authorities of, or defect in or unfitness or obsolescence of, the Project will relieve Lessee of the obligation under this Lease. Lessee will promptly repair or replace any portions of Project lost, destroyed, damaged or appropriated which are necessary to maintain the Project in sound operating condition so that at all times during the Lease Term the Project will be able to carry out its intended functions.

The net proceeds of any insurance policies, performance bonds, condemnation awards or net proceeds received as a consequence of default or breach of warranty under a construction contract or other contract relating to the Project will be deposited in the Participant Disbursement Account, if received before the completion of the Project, or, if received thereafter, to be deposited in a separate trust fund held by the Trustee and will be applied in the same manner described in Section 13. The balance remaining after repair, restoration, modification, improvement or replacement of the Project has been completed will be applied to satisfy payment of Lease Rental Payments.

Section 15. Disclaimer of Warranties. THE LESSOR, THE TRUSTEE AND THE OWNERS OF THE BONDS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT OR ANY PORTION THEREOF.

Section 16. Financial Reports; Notice. The Lessee will provide the Lessor with a copy of the Lessee's annual audited financial report within thirty (30) days of its receipt by the Lessee. The Lessee will immediately notify the Lessor and the Trustee of any Event of Default hereunder. If an audited financial report is not available to



be submitted by the Lessee within 180 days of the end of Lessee's fiscal year, Lessee shall provide an unaudited financial report in form and substance satisfactory to Lessor.

Section 17. Inspection and Lessee Reports. The Lessor, the Trustee and their respective authorized representatives shall at any time during normal business hours have the right to enter the premises where the Project may be located for the purpose of inspecting and examining the Project and its condition, use, and operation and the books and records of the Lessee relating thereto.

Section 18. Maintenance of the Project by the Lessee. The Lessee agrees that, at all times during the Lease Term, the Lessee will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, ordinary wear and tear excepted, and that the Lessee will from time to time promptly make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 14. The Lessor, the Trustee and the owners of the Bonds will not have any responsibility in any of these matters or for the making of any additions, modifications, improvements or replacements to the Project.

Section 19. Modification of the Project; Installation of Equipment and Machinery of the Lessee. Following acquisition of the Project, Lessee will not make any alterations, additions, substitutions or replacements to the Project which would have an adverse effect on either the nature of the Project or the functionality or value of the Project, unless such alterations, additions, substitutions, replacements or improvements may be readily removed without damage to the Project. Any alterations, additions or improvements to the Project which may not be readily removed without damage to the Project, and any substitutions or replacements, shall be and be considered to constitute a part of the Project.

The Lessee may also install machinery, equipment and other tangible property in or on the Project; provided that such machinery, equipment and other tangible property which becomes permanently affixed to the Project will be subject to this Lease if the Lessor reasonably determines that the Project would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 20. Provisions Regarding Casualty, Public Liability and Property Damage Insurance. The Lessee, at its expense, will cause casualty and property damage insurance with a company or self-insurance fund acceptable to the Lessor to be carried and maintained with respect to the Project in an amount equal to the aggregate principal components of Lease Rental Payments payable during the maximum term of this Lease or the replacement cost (excluding foundations) of the Project, if less than such principal components. Any casualty and property damage insurance policy required by this Section will name the Lessor and the Trustee as additional named insureds and will be so written or endorsed as to make losses, if any, payable to the Trustee (for application as provided in Section 14).

The Lessee will cause public liability insurance to be carried and maintained with a company or self-insurance fund acceptable to the Lessor with respect to the Project in such amount as is approved by the Lessor. Any public liability insurance policy required by this Section will name the Lessor and the Trustee as additional named insureds.

Section 21. No Encumbrance, Mortgage or Pledge of Project. The Lessee will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, unless specifically consented to in writing by the Lessor.

Section 22. Assignment by Lessor. As security for the payment and performance by the Lessor of all of its obligations under the Indenture, including particularly the payment of the principal of, premium, if any, and interest on the Bonds, the Lessor has assigned to the Trustee, under and pursuant to the Indenture, all of the Lessor's right, title and interest in, to and under this Lease, including but not limited to the right to receive the Lease Rental Payments and other amounts due hereunder. The Lessee acknowledges and agrees that this assignment will entitle the Trustee to enforce any obligation of the Lessee hereunder and to exercise any remedy or right of the Lessor hereunder. The Lessee further acknowledges and agrees that, as provided in the Indenture, the function of the "Lessor" under this Lease may be performed by the Program Administrator (which may be a person or entity other than the Lessor) and its agents and representatives.

Section 23. Assignment and Subleasing by the Lessee. This Lease may not be assigned by the Lessee for any reason. The Project may be subleased by the Lessee, as a whole or in part, but only with the prior written consent of the Lessor.

Section 24. Purchase Option. The Lessee may, in its discretion, prepay in full its Lease Rental Payments under the Lease by paying to the Lessor the Optional Prepayment Price with respect to the Lease. The Optional Prepayment Price shall be used as provided in the Indenture. Upon payment of the Optional Prepayment Price, the Lessor will transfer and convey the Project to the Lessee pursuant to Section 4 hereof.

Section 25. Release and Indemnification Covenants. To the extent permitted by law, the Lessee will and hereby agrees to indemnify and save the Lessor and the Trustee (each, an "Indemnitee") harmless against and from any or all claims, by or on behalf of any person, firm, corporation or other legal entity, and all liabilities, obligations, losses and damages whatsoever, regardless of the cause thereof and the expenses, penalties and fees in connection therewith (including counsel fees and expenses), arising from or as a result of the operation, ordering, ownership, acquisition, construction, use, condition, delivery, rejection, storage, return or management of the Project during the Lease Term, or the entering into of the Lease or any other document or instrument relating thereto (collectively, "Indemnified Claims"), including, but not limited to: (i) any condition of the Project; (ii) any act of negligence of the Lessee or of any of the agents, contractors or employees or any violation of law by the Lessee or breach of any covenant or warranty by the Lessee hereunder; (iii) any accident in connection therewith resulting in damage to property or injury or death to any person; and (iv) the incurring of any cost or expense in connection with the acquisition of the Project in excess of the moneys available therefor in the Participant Disbursement Account. To the extent permitted by law, the Lessee will indemnify and save each Indemnitee harmless from any such Indemnified Claim, or in connection with any action or proceeding brought thereon and, upon notice from such Indemnitee, will defend or pay the cost of defending such Indemnitee, in any such action or proceeding.

The indemnification arising under this Section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

Section 26. Events of Default Defined. The following will be "Events of Default" under this Lease and the term "Event of Default" or "Default" will mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by the Lessee to pay any Lease Rental Payments at the time specified herein;
- (b) failure by the Lessee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than referred to in subsection (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied will have been given to the Lessee by the Lessor unless the Lessor agrees in writing to an extension of such time prior to its expiration.

Section 27. Remedies on Default. Whenever any Event of Default has occurred and is continuing, the Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

- (a) Terminate the Lease Term and give notice to the Lessee to vacate or surrender the Project within 60 days from the date of such notice;
- (b) take legal title to, and sell or re-lease the Project or any portion thereof;
- (c) declare an amount equal to all Base Rentals and Additional Rentals under this Lease to be immediately due and payable, whereupon that amount shall become immediately due and payable; or
- (d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Project under this Lease (including, without limitation, the right to possession of the Project and the right to sell or re-lease or otherwise dispose of the Project in accordance with applicable law and to appoint a receiver to operate the Project) and to recover damages for the breach thereof.

No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

The Lessee will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the Lessor with respect to the enforcement of any of the remedies under this Lease, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Section 28. Notices. All notices, certificates, requests or other communications hereunder will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier service) as follows: if to the Lessor, Kentucky Bond Corporation, 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, Attention: Administrator, if to Trustee, to The Bank of New York Mellon Trust Company, N.A., 614 West Main Street, Suite 2600, Louisville, Kentucky 40202, Attention: Corporate Trust Services and if to the Lessee, to the address shown on the cover page hereof. Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Lease will be effective when received (if given by mail) or when delivered (if given by delivery).

Section 29. Amendments, Changes and Modifications. Except as provided in Section 8 with respect to Exhibit B, this Lease may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of the Lessor and the Lessee.

Section 30. Third Party Beneficiary. No person other than a party hereto and the Trustee will have any right, remedy or claim under or by reason of this Lease or otherwise be a third party beneficiary of any rights, remedies, claims or agreements hereunder.

Section 31. Lessee Acknowledgment of the Bonds. The Lessee acknowledges (i) that this Lease and the financing by the Lessor of the Project is a part of the Program and (ii) that the Lease Rental Payments under this Lease, together with lease rental payments under all other leases entered into by Lessors under the Program, are and will be applied to (A) pay the principal and premium, if any, and interest on the Bonds and (B) pay all other costs and expenses of the Program. The Lessee acknowledges and consents to the assignment by the Lessor pursuant to the Indenture and Section 22 hereof, to the Trustee, for the equal and ratable benefit of the Owners of the Bonds, of all right, title and interest of the Issuer and the Lessor, respectively, in, to and under this Lease.

Section 32. Miscellaneous. This Lease will inure to the benefit of and will be binding upon the Lessor and the Lessee and their respective successors and assigns (including, without limitation, security assigns). This Lease may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. This Lease will be governed by and construed in accordance with the laws of the State. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease. If any provision of this Lease, other than the requirement of the Lessee to pay Lease Rental Payments and the requirement of the Lessor to provide quiet enjoyment of the Project and to convey the Project to the Lessee under the conditions set forth herein, is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

[Signature Page to Follow]

[Signature Page to Lease]

IN WITNESS WHEREOF, the Lessor has executed this Lease in its name; and the Lessee has caused this Lease to be executed in its name and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

**KENTUCKY BOND CORPORATION**

By:

  
Secretary

**CITY OF HARRODSBURG, KENTUCKY**

By:

\_\_\_\_\_  
Mayor

Attest:

By:

\_\_\_\_\_  
City Clerk

[Signature Page to Lease]

IN WITNESS WHEREOF, the Lessor has executed this Lease in its name; and the Lessee has caused this Lease to be executed in its name and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

**KENTUCKY BOND CORPORATION**

By: \_\_\_\_\_  
Secretary

**CITY OF HARRODSBURG, KENTUCKY**

By: Art Freeman  
Mayor

Attest:  
By: Shawonnat Huffman  
City Clerk

**EXHIBIT A**

**DESCRIPTION OF PROJECT**

ESTIMATED COST OF THE PROJECT	\$3,130,000
ESTIMATED DATE OF COMPLETION OF THE PROJECT:	December 1, 2019

**DESCRIPTION**

To refinance the City's outstanding:

\$900,000 USDA Rural Development Loan #8 dated 7/15/05;  
\$2,500,000 USDA Rural Development Loan #5 dated 10/29/04;  
\$235,000 USDA Rural Development Loan #8 dated 10/29/04.

EXHIBIT B

LEASE RENTAL PAYMENTS

Monthly Sinking Fund Schedule

Date	Principal Requirement	Interest Requirement	Expenses Requirement	Debit Service Reserve Fund Reduction	Deposit	Outstanding Balance
12/01/2019	12,142.86	9,670.97	1,148.78	-	22,962.61	3,117,857.14
01/01/2020	12,142.86	9,670.96	1,148.79	-	22,962.61	3,165,714.38
02/01/2020	12,142.86	9,826.57	689.59	-	19,659.02	3,093,571.42
03/01/2020	12,142.86	9,826.57	689.59	-	19,659.02	3,061,428.56
04/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,069,285.70
05/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,057,142.84
06/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,044,999.98
07/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,032,857.12
08/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,020,714.26
09/01/2020	12,142.86	9,826.56	689.58	-	19,659.00	3,008,571.40
10/01/2020	12,142.85	9,826.57	689.58	-	19,659.00	2,996,428.55
11/01/2020	12,142.85	9,826.57	689.58	-	19,659.00	2,984,285.70
12/01/2020	12,142.85	9,826.56	689.59	-	19,659.00	2,972,142.85
01/01/2021	12,142.85	9,826.56	689.59	-	19,659.00	2,960,000.00
02/01/2021	8,333.34	6,507.81	654.17	-	15,495.32	2,951,666.66
03/01/2021	8,333.34	6,507.81	654.17	-	15,495.32	2,943,333.32
04/01/2021	8,333.34	6,507.81	654.17	-	15,495.32	2,934,999.98
05/01/2021	8,333.34	6,507.81	654.17	-	15,495.32	2,926,666.64
06/01/2021	8,333.33	6,507.82	654.16	-	15,495.31	2,918,333.31
07/01/2021	8,333.33	6,507.82	654.16	-	15,495.31	2,909,999.98
08/01/2021	8,333.33	6,507.82	654.16	-	15,495.31	2,901,666.65
09/01/2021	8,333.33	6,507.82	654.16	-	15,495.31	2,893,333.32
10/01/2021	8,333.33	6,507.81	654.17	-	15,495.31	2,884,999.98
11/01/2021	8,333.33	6,507.81	654.17	-	15,495.31	2,876,666.66
12/01/2021	8,333.33	6,507.81	654.17	-	15,495.31	2,868,333.33
01/01/2022	8,333.33	6,507.81	654.17	-	15,495.31	2,860,000.00
02/01/2022	8,750.00	6,320.32	633.33	-	15,703.65	2,851,250.00
03/01/2022	8,750.00	6,320.32	633.33	-	15,703.65	2,842,500.00
04/01/2022	8,750.00	6,320.31	633.34	-	15,703.65	2,833,750.00
05/01/2022	8,750.00	6,320.31	633.34	-	15,703.65	2,825,000.00
06/01/2022	8,750.00	6,320.31	633.34	-	15,703.65	2,816,250.00
07/01/2022	8,750.00	6,320.31	633.34	-	15,703.65	2,807,500.00
08/01/2022	8,750.00	6,320.31	633.34	-	15,703.65	2,798,750.00
09/01/2022	8,750.00	6,320.32	633.33	-	15,703.65	2,790,000.00
10/01/2022	8,750.00	6,320.32	633.33	-	15,703.64	2,781,250.00
11/01/2022	8,750.00	6,320.31	633.33	-	15,703.64	2,772,500.00
12/01/2022	8,750.00	6,320.31	633.33	-	15,703.64	2,763,750.00
01/01/2023	8,750.00	6,320.31	633.33	-	15,703.64	2,755,000.00
02/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,746,250.00
03/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,737,500.00
04/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,728,750.00
05/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,720,000.00
06/01/2023	8,750.00	6,123.43	611.46	-	15,484.89	2,711,250.00
07/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,702,500.00
08/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,693,750.00
09/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,685,000.00
10/01/2023	8,750.00	6,123.44	611.46	-	15,484.90	2,676,250.00
11/01/2023	8,750.00	6,123.44	611.45	-	15,484.89	2,667,500.00
12/01/2023	8,750.00	6,123.44	611.45	-	15,484.89	2,658,750.00
01/01/2024	8,750.00	6,123.43	611.46	-	15,484.89	2,650,000.00
02/01/2024	9,166.67	5,926.57	589.59	-	15,682.83	2,640,833.33
03/01/2024	9,166.67	5,926.57	589.59	-	15,682.83	2,631,666.66
04/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,622,499.99
05/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,613,333.32
06/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,604,166.65
07/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,594,999.98
08/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,585,833.31
09/01/2024	9,166.67	5,926.56	589.58	-	15,682.81	2,576,666.64
10/01/2024	9,166.66	5,926.57	589.58	-	15,682.81	2,567,499.98
11/01/2024	9,166.66	5,926.57	589.58	-	15,682.81	2,558,333.32
12/01/2024	9,166.66	5,926.56	589.59	-	15,682.81	2,549,166.66
01/01/2025	9,166.66	5,926.56	589.59	-	15,682.81	2,540,000.00
02/01/2025	9,166.67	5,720.32	566.87	-	15,453.66	2,530,833.33
03/01/2025	9,166.67	5,720.32	566.87	-	15,453.66	2,521,666.66

Date	Principal Requirement	Interest Requirement	Expense Requirement	Debt Service Reserve Fund Reduction	Deposit	Outstanding Balance
04/01/2025	9,166.67	5,720.31	566.67	-	15,453.65	2,512,499.99
05/01/2025	9,166.67	5,720.31	566.67	-	15,453.65	2,503,333.32
06/01/2025	9,166.67	5,720.31	566.67	-	15,453.65	2,494,166.65
07/01/2025	9,166.67	5,720.31	566.67	-	15,453.65	2,484,999.98
08/01/2025	9,166.67	5,720.31	566.66	-	15,453.64	2,475,833.31
09/01/2025	9,166.67	5,720.31	566.66	-	15,453.64	2,466,666.64
10/01/2025	9,166.66	5,720.32	566.66	-	15,453.64	2,457,499.98
11/01/2025	9,166.66	5,720.32	566.66	-	15,453.64	2,448,333.32
12/01/2025	9,166.66	5,720.31	566.67	-	15,453.64	2,439,166.66
01/01/2026	9,166.66	5,720.31	566.67	-	15,453.64	2,430,000.00
02/01/2026	9,583.34	5,514.06	543.75	-	15,641.15	2,420,833.33
03/01/2026	9,583.34	5,514.06	543.75	-	15,641.15	2,411,666.67
04/01/2026	9,583.34	5,514.06	543.75	-	15,641.15	2,402,500.00
05/01/2026	9,583.34	5,514.06	543.75	-	15,641.15	2,393,333.33
06/01/2026	9,583.33	5,514.07	543.75	-	15,641.15	2,384,166.66
07/01/2026	9,583.33	5,514.07	543.75	-	15,641.15	2,375,000.00
08/01/2026	9,583.33	5,514.07	543.75	-	15,641.15	2,365,833.33
09/01/2026	9,583.33	5,514.07	543.75	-	15,641.15	2,356,666.66
10/01/2026	9,583.33	5,514.06	543.75	-	15,641.14	2,347,500.00
11/01/2026	9,583.33	5,514.06	543.75	-	15,641.14	2,338,333.33
12/01/2026	9,583.33	5,514.06	543.75	-	15,641.14	2,329,166.66
01/01/2027	9,583.34	5,298.44	519.90	-	15,401.56	2,320,000.00
02/01/2027	9,583.34	5,298.44	519.79	-	15,401.57	2,310,833.33
03/01/2027	9,583.34	5,298.44	519.79	-	15,401.57	2,301,666.66
04/01/2027	9,583.34	5,298.43	519.79	-	15,401.56	2,292,500.00
05/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,283,333.33
06/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,274,166.66
07/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,265,000.00
08/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,255,833.33
09/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,246,666.66
10/01/2027	9,583.33	5,298.43	519.90	-	15,401.56	2,237,500.00
11/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,228,333.33
12/01/2027	9,583.33	5,298.44	519.79	-	15,401.56	2,219,166.66
01/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,210,000.00
02/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,200,833.33
03/01/2028	10,000.00	5,082.81	495.84	-	15,578.65	2,191,666.66
04/01/2028	10,000.00	5,082.81	495.84	-	15,578.65	2,182,500.00
05/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,173,333.33
06/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,164,166.66
07/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,155,000.00
08/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,145,833.33
09/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,136,666.66
10/01/2028	10,000.00	5,082.81	495.84	-	15,578.65	2,127,500.00
11/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,118,333.33
12/01/2028	10,000.00	5,082.82	495.83	-	15,578.65	2,109,166.66
01/01/2029	10,000.00	5,082.82	495.83	-	15,578.65	2,100,000.00
02/01/2029	10,000.00	4,857.81	470.83	-	15,328.65	2,090,833.33
03/01/2029	10,000.00	4,857.82	470.83	-	15,328.65	2,081,666.66
04/01/2029	10,000.00	4,857.81	470.84	-	15,328.65	2,072,500.00
05/01/2029	10,000.00	4,857.81	470.84	-	15,328.65	2,063,333.33
06/01/2029	10,000.00	4,857.81	470.84	-	15,328.65	2,054,166.66
07/01/2029	10,000.00	4,857.81	470.84	-	15,328.65	2,045,000.00
08/01/2029	10,000.00	4,857.81	470.83	-	15,328.65	2,035,833.33
09/01/2029	10,000.00	4,857.82	470.83	-	15,328.65	2,026,666.66
10/01/2029	10,000.00	4,857.81	470.83	-	15,328.64	2,017,500.00
11/01/2029	10,000.00	4,857.81	470.83	-	15,328.64	2,008,333.33
12/01/2029	10,000.00	4,857.81	470.83	-	15,328.64	1,999,166.66
01/01/2030	10,416.67	4,620.31	445.84	-	15,482.81	1,990,000.00
02/01/2030	10,416.67	4,620.31	445.84	-	15,482.81	1,980,833.33
03/01/2030	10,416.67	4,620.31	445.84	-	15,482.81	1,971,666.66
04/01/2030	10,416.67	4,620.31	445.83	-	15,482.81	1,962,500.00
05/01/2030	10,416.67	4,620.31	445.83	-	15,482.81	1,953,333.33
06/01/2030	10,416.67	4,620.31	445.83	-	15,482.81	1,944,166.66
07/01/2030	10,416.67	4,620.31	445.83	-	15,482.81	1,935,000.00



Date	Principal Requirement	Interest Requirement	Expenses Requirement	Debit Service Reserve Fund Reduction	Deposit	Outstanding Balance
08/01/2020	10,416.67	4,620.31	445.83	-	15,482.31	1,897,083.31
09/01/2020	10,416.67	4,620.31	445.83	-	15,482.31	1,876,666.64
10/01/2020	10,416.66	4,620.32	445.82	-	15,482.31	1,856,249.96
11/01/2020	10,416.66	4,620.32	445.83	-	15,482.31	1,835,833.32
12/01/2020	10,416.66	4,620.31	445.84	-	15,482.31	1,815,416.66
01/01/2021	10,416.66	4,620.31	445.84	-	15,482.31	1,835,000.00
02/01/2021	10,833.34	4,359.90	419.79	-	15,613.03	1,824,166.66
03/01/2021	10,833.34	4,359.90	419.79	-	15,613.03	1,813,333.32
04/01/2021	10,833.34	4,359.89	419.79	-	15,613.02	1,802,499.98
05/01/2021	10,833.34	4,359.89	419.79	-	15,613.02	1,791,666.64
06/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,780,833.31
07/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,769,999.98
08/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,759,166.65
09/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,748,333.32
10/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,737,499.99
11/01/2021	10,833.33	4,359.90	419.79	-	15,613.02	1,726,666.66
12/01/2021	10,833.33	4,359.89	419.80	-	15,613.02	1,715,833.32
01/01/2022	10,833.33	4,359.89	419.80	-	15,613.02	1,705,000.00
02/01/2022	10,833.34	4,089.06	392.76	-	15,315.13	1,694,166.66
03/01/2022	10,833.34	4,089.06	392.76	-	15,315.13	1,683,333.32
04/01/2022	10,833.34	4,089.06	392.76	-	15,315.13	1,672,499.98
05/01/2022	10,833.34	4,089.06	392.76	-	15,315.13	1,661,666.64
06/01/2022	10,833.33	4,089.07	392.76	-	15,315.13	1,650,833.31
07/01/2022	10,833.33	4,089.07	392.76	-	15,315.13	1,639,999.98
08/01/2022	10,833.33	4,089.07	392.76	-	15,315.13	1,629,166.65
09/01/2022	10,833.33	4,089.07	392.76	-	15,315.13	1,618,333.32
10/01/2022	10,833.33	4,089.06	392.76	-	15,315.13	1,607,499.98
11/01/2022	10,833.33	4,089.06	392.76	-	15,315.13	1,596,666.64
12/01/2022	10,833.33	4,089.06	392.76	-	15,315.13	1,585,833.31
01/01/2023	10,833.33	4,089.06	392.76	-	15,315.13	1,575,000.00
02/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,564,166.66
03/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,553,333.32
04/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,542,499.98
05/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,531,666.64
06/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,520,833.31
07/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,510,000.00
08/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,499,166.66
09/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,488,333.32
10/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,477,499.98
11/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,466,666.64
12/01/2023	11,250.00	3,804.69	365.62	-	15,420.32	1,455,833.31
01/01/2024	11,250.00	3,804.69	365.62	-	15,420.32	1,445,000.00
02/01/2024	11,666.67	3,509.38	337.50	-	15,513.55	1,434,166.66
03/01/2024	11,666.67	3,509.38	337.50	-	15,513.55	1,423,333.32
04/01/2024	11,666.67	3,509.38	337.50	-	15,513.55	1,412,499.98
05/01/2024	11,666.67	3,509.37	337.50	-	15,513.54	1,401,666.64
06/01/2024	11,666.67	3,509.37	337.50	-	15,513.54	1,390,833.31
07/01/2024	11,666.67	3,509.37	337.50	-	15,513.54	1,380,000.00
08/01/2024	11,666.67	3,509.37	337.50	-	15,513.54	1,369,166.66
09/01/2024	11,666.67	3,509.37	337.50	-	15,513.54	1,358,333.32
10/01/2024	11,666.66	3,509.38	337.50	-	15,513.54	1,347,499.98
11/01/2024	11,666.66	3,509.38	337.50	-	15,513.54	1,336,666.64
12/01/2024	11,666.66	3,509.38	337.50	-	15,513.54	1,325,833.31
01/01/2025	11,666.66	3,509.37	337.50	-	15,513.53	1,315,000.00
02/01/2025	12,083.34	3,188.54	308.33	-	15,580.23	1,304,166.66
03/01/2025	12,083.34	3,188.54	308.33	-	15,580.23	1,293,333.32
04/01/2025	12,083.34	3,188.54	308.33	-	15,580.23	1,282,499.98
05/01/2025	12,083.34	3,188.54	308.33	-	15,580.23	1,271,666.64
06/01/2025	12,083.33	3,188.55	308.34	-	15,580.23	1,260,833.31
07/01/2025	12,083.33	3,188.54	308.34	-	15,580.23	1,250,000.00
08/01/2025	12,083.33	3,188.55	308.33	-	15,580.23	1,239,166.66
09/01/2025	12,083.33	3,188.54	308.34	-	15,580.23	1,228,333.32
10/01/2025	12,083.33	3,188.54	308.34	-	15,580.23	1,217,499.98
11/01/2025	12,083.33	3,188.54	308.34	-	15,580.23	1,206,666.64

Date	Principal Requirement	Interest Requirement	Expense Requirement	Debt Service Reserve Fund		Outstanding Balance
				Reduction	Deposit	
12/01/2035	12,983.33	3,188.34	368.33	-	15,580.20	1,167,053.33
01/01/2036	12,983.33	3,188.34	368.33	-	15,580.20	1,155,000.00
02/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,142,500.00
03/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,130,000.00
04/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,117,500.00
05/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,105,000.00
06/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,092,500.00
07/01/2036	12,500.00	2,856.25	278.13	-	15,634.38	1,080,000.00
08/01/2036	12,500.00	2,856.25	278.13	-	15,634.37	1,067,500.00
09/01/2036	12,500.00	2,856.25	278.12	-	15,634.37	1,055,000.00
10/01/2036	12,500.00	2,856.25	278.12	-	15,634.37	1,042,500.00
11/01/2036	12,500.00	2,856.25	278.12	-	15,634.37	1,030,000.00
12/01/2036	12,500.00	2,856.25	278.12	-	15,634.37	1,017,500.00
01/01/2037	12,500.00	2,856.25	278.12	-	15,634.37	1,005,000.00
02/01/2037	12,916.67	2,512.50	246.88	-	15,676.05	992,053.33
03/01/2037	12,916.67	2,512.50	246.88	-	15,676.05	979,166.66
04/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	966,240.99
05/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	953,333.32
06/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	940,416.65
07/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	927,499.98
08/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	914,583.31
09/01/2037	12,916.67	2,512.50	246.87	-	15,676.04	901,666.64
10/01/2037	12,916.66	2,512.50	246.88	-	15,676.04	888,749.96
11/01/2037	12,916.66	2,512.50	246.88	-	15,676.04	875,833.28
12/01/2037	12,916.66	2,512.50	246.88	-	15,676.04	862,916.61
01/01/2038	12,916.66	2,512.50	246.88	-	15,676.04	850,000.00
02/01/2038	13,333.34	2,125.00	214.38	-	15,672.92	836,666.66
03/01/2038	13,333.34	2,125.00	214.38	-	15,672.92	823,333.33
04/01/2038	13,333.34	2,125.00	214.38	-	15,672.92	809,999.99
05/01/2038	13,333.34	2,125.00	214.38	-	15,672.92	796,666.64
06/01/2038	13,333.33	2,125.00	214.39	-	15,672.92	783,333.31
07/01/2038	13,333.33	2,125.00	214.39	-	15,672.92	769,999.96
08/01/2038	13,333.33	2,125.00	214.39	-	15,672.92	756,666.61
09/01/2038	13,333.33	2,125.00	214.39	-	15,672.92	743,333.32
10/01/2038	13,333.33	2,125.00	214.38	-	15,672.91	729,999.99
11/01/2038	13,333.33	2,125.00	214.38	-	15,672.91	716,666.66
12/01/2038	13,333.33	2,125.00	214.38	-	15,672.91	703,333.33
01/01/2039	13,333.33	2,125.00	214.38	-	15,672.91	690,000.00
02/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	676,330.00
03/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	662,500.00
04/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	648,750.00
05/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	635,000.00
06/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	621,250.00
07/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	607,500.00
08/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	593,750.00
09/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	580,000.00
10/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	566,250.00
11/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	552,500.00
12/01/2039	13,750.00	1,725.00	181.25	-	15,656.25	538,750.00
01/01/2040	14,166.67	1,312.50	146.88	-	15,626.05	525,000.00
02/01/2040	14,166.67	1,312.50	146.88	-	15,626.05	510,833.33
03/01/2040	14,166.67	1,312.50	146.88	-	15,626.05	496,666.66
04/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	482,499.99
05/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	468,333.32
06/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	454,166.65
07/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	439,999.98
08/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	425,833.31
09/01/2040	14,166.67	1,312.50	146.87	-	15,626.04	411,666.64
10/01/2040	14,166.66	1,312.50	146.88	-	15,626.04	397,499.96
11/01/2040	14,166.66	1,312.50	146.88	-	15,626.04	383,333.28
12/01/2040	14,166.66	1,312.50	146.88	-	15,626.04	369,166.61
01/01/2041	14,166.66	1,312.50	146.88	-	15,626.04	355,000.00
02/01/2041	14,583.34	887.50	111.46	-	15,582.30	340,416.66
03/01/2041	14,583.34	887.50	111.46	-	15,582.30	325,833.32

Date	Principal Requirement	Interest Requirement	Expenses Requirement	Debt Service Reserve Fund Reduction	Deposit	Outstanding Balance
04/01/2041	14,583.34	887.59	111.47	-	15,582.29	311,349.98
05/01/2041	14,583.34	887.58	111.47	-	15,582.29	296,666.64
06/01/2041	14,583.33	887.59	111.46	-	15,582.29	282,083.31
07/01/2041	14,583.33	887.59	111.46	-	15,582.29	267,499.98
08/01/2041	14,583.33	887.59	111.46	-	15,582.29	252,916.65
09/01/2041	14,583.33	887.59	111.46	-	15,582.29	238,333.32
10/01/2041	14,583.33	887.59	111.46	-	15,582.29	223,749.99
11/01/2041	14,583.33	887.59	111.46	-	15,582.29	209,166.66
12/01/2041	14,583.33	887.59	111.46	-	15,582.29	194,583.33
01/01/2042	14,583.33	887.59	111.46	-	15,582.29	180,000.00
02/01/2042	15,000.00	450.00	75.00	-	15,525.00	165,000.00
03/01/2042	15,000.00	450.00	75.00	-	15,525.00	150,000.00
04/01/2042	15,000.00	450.00	75.00	-	15,525.00	135,000.00
05/01/2042	15,000.00	450.00	75.00	-	15,525.00	120,000.00
06/01/2042	15,000.00	450.00	75.00	-	15,525.00	105,000.00
07/01/2042	15,000.00	450.00	75.00	-	15,525.00	90,000.00
08/01/2042	15,000.00	450.00	75.00	-	15,525.00	75,000.00
09/01/2042	15,000.00	450.00	75.00	-	15,525.00	60,000.00
10/01/2042	15,000.00	450.00	75.00	-	15,525.00	45,000.00
11/01/2042	15,000.00	450.00	75.00	(250.00)	15,275.00	30,000.00
12/01/2042	15,000.00	450.00	75.00	(15,525.00)	-	15,000.00
01/01/2043	15,000.00	450.00	75.00	(15,525.00)	-	-
<b>Total</b>	<b>\$3,130,000.00</b>	<b>\$1,142,767.07</b>	<b>\$113,285.07</b>	<b>(\$1,300.00)</b>	<b>\$4,355,352.64</b>	

Proceeds of certain of the Bonds (such Bonds being referred to as “Related Reserve Fund Bonds”) were deposited in the Debt Service Reserve Fund (the “Related Reserve Fund Deposit”). The Base Rentals due on February 1, 2042 to January 1, 2043 shall be paid from the Related Reserve Fund Deposit and Lessee will receive a credit for investment earnings accrued in the Debt Service Reserve Fund on the Related Reserve Fund Deposit (the “Earnings”) on February 1, 2042 as a credit for the Fees Requirement so that the Total Deposit on such Dates shall be an amount equal to the difference between such credits and the Total Deposit Required. The provisions of this paragraph are subject to the third paragraph of Section 8 of this Lease.

[Acknowledgment Page to Follow]

[Acknowledgment Page to Lease Payment Schedule]

ACKNOWLEDGED:

CITY OF HARRODSBURG, KENTUCKY

By:

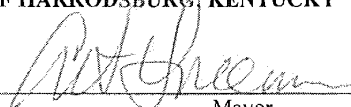
  
\_\_\_\_\_  
Mayor

EXHIBIT C

RESOLUTION NO. 2019-09-09(a)

A RESOLUTION APPROVING A LEASE FOR THE FINANCING OF A PROJECT; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH LEASE

WHEREAS, the governing body of the City of Harrodsburg, Kentucky (the "Lessee") has the power, pursuant to Section 65.940 et seq. of the Kentucky Revised Statutes to enter into lease agreements with or without the option to purchase in order to provide for the use of property for public purposes;

WHEREAS, the governing body of the Lessee (the "Governing Body") has previously determined, and hereby further determines, that the Lessee is in need of the Project, as defined in the Lease hereinafter described;

WHEREAS, the Governing Body has determined and hereby determines that it is in the best interests of the Lessee that the Lessee and the Kentucky Bond Corporation (the "Lessor") enter into a Lease Agreement (the "Lease") for the leasing by the Lessee from the Lessor of the Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HARRODSBURG, KENTUCKY, AS FOLLOWS:

Section 1. Recitals and Authorization. The Lessee hereby approves the Lease Agreement (the "Lease"), in substantially the form presented to this Governing Body. The recitals to this Resolution are incorporated herein as if set forth in this Section in their entirety and are hereby found and determined to be true and correct. It is further found and determined that the Project identified in the Lease is public property to be used for public purposes, that it is necessary and desirable and in the best interests of the Lessee to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease and all representations, certifications and other matters contained in the closing memorandum with respect to the Lease, or as may be required by the Lessor prior to delivery of the Lease, are hereby approved, ratified and confirmed. The Mayor and City Clerk of the Lessee are hereby authorized to execute the Lease, together with such other agreements or certifications which may be necessary to accomplish the transaction contemplated by the Lease.

Section 2. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 3. Open Meetings Law. This Governing Body hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Governing Body, and that all deliberations of this Governing Body and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All resolutions, ordinances, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and the provisions of this Resolution shall prevail and be given effect.

Section 5. Effective Date. This Resolution shall take effect from and after its passage, as provided by law.

INTRODUCED, SECONDED AND ADOPTED, at a duly convened meeting of the Governing Body, held on September 9, 2019, signed by the Mayor of the Lessee, attested by the Clerk, filed and indexed as provided by law.

By: \_\_\_\_\_

Mayor

Attest:

By: \_\_\_\_\_

Clerk

**EXHIBIT D**  
**OPINION OF LESSEE'S COUNSEL**

November 6, 2019

The Bank of New York Mellon Trust Company, N.A., Trustee  
Corporate Trust Services  
614 West Main Street, Suite 2600  
Louisville, Kentucky 40202

Kentucky Bond Corporation  
100 East Vine Street, Suite 800  
Lexington, Kentucky 40507-3500

Re: Lease Agreement between Kentucky Bond Corporation, as lessor, and City of Harrodsburg, Kentucky,  
as lessee

Ladies and Gentlemen:

We have acted as counsel to the lessee identified above (the "Lessee") in connection with the authorization, execution, and delivery by the Lessee of the Lease Agreement identified above, (the "Lease"), between the Lessee and Kentucky Bond Corporation (the "Lessor"). We have reviewed (i) the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), (ii) certain proceedings taken by the Governing Body of the Lessee, (iii) an executed copy of the Lease, and (iv) such other information and documents as we have deemed necessary or appropriate in order to render this opinion.

Based on the foregoing, we are of the opinion that:

1. The Lessee is a body politic and corporate, validly organized and existing in good standing under the laws of the Commonwealth and has full power and authority to enter into and to perform its obligations under the Lease.
2. The Lease has been duly authorized, executed and delivered by the Lessee and (assuming the due authorization, execution and delivery thereof by the other parties thereto) constitute legal, valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
3. All consents, approvals or authorizations of any governmental entity and all filings and notices required on the part of the Lessee in connection with the authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect.
4. Neither the execution and delivery of the Lease nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Lease conflict with or constitute a violation of any provision of any law or regulation applicable to the Lessee or, to the best of our knowledge after reasonable investigation, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound.
5. To the best of our knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the Lessee has been served with a summons, summons and complaint or other notice of commencement, or threatened against or affecting the Lessee, challenging the validity of the Lease or contesting the power and authority of the Lessee to execute and deliver the Lease or to consummate the transactions contemplated by the Lease.

Respectfully submitted,

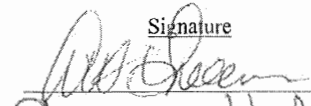
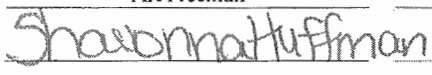
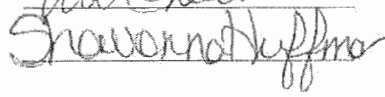
**EXHIBIT E**

**CERTIFICATE OF OFFICIALS OF LESSEE**

Re: Lease Agreement between Kentucky Bond Corporation, as lessor, and the City of Harrodsburg, Kentucky, as lessee dated November 6, 2019

The undersigned officials of the lessee identified above (the "Lessee") under the Lease Agreement identified above (the "Lease") between the Lessee and the Kentucky Bond Corporation (the "Lessor"), DO HEREBY CERTIFY AS FOLLOWS:

1. That they are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Lessee, as set forth after their signatures hereto, and as such are familiar with the books, records and affairs of the Lessee.
2. That the Lessee is a body politic and corporate, validly organized, existing and in good standing under and by virtue of the laws of the Commonwealth of Kentucky with all requisite power and authority to lease property as lessee and to carry on its business as now being conducted.
3. That included in the transcript of which this Certificate forms a part is a true, correct and complete copy of the resolution duly adopted by the Governing Body of the Lessee on 09-09-2019 (the "Official Action"), authorizing the appropriate officials of the Lessee to execute the Lease. The Official Action was duly adopted in accordance with all applicable laws.
4. The representations and warranties of the Lessee made in the Lease are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof; the Official Action has not been amended or supplemented and is in full force and effect; and the Lease has been entered into and is in full force and effect.
5. That the below-named persons were on the date or dates of the execution of the Lease and are on the date of this certificate the duly elected or appointed and qualified incumbents of the respective offices of the Lessee set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Art Freeman	Mayor	
	City Clerk	

6. The Lease has been duly authorized, executed and delivered by the Lessee and constitutes legal, valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with its terms.
7. The Lessee is not in default under or in violation of (i) any provisions of applicable law, (ii) the Lease, or (iii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Lessee or on the ability of the Lessee to perform its obligations under the Lease. Neither the execution and delivery of the Lease nor compliance by the Lessee with the terms, conditions and provisions of the Lease will conflict with or result in a breach of, or constitute a default under, any of the foregoing.
8. Since the date of the financial information provided to the Lessor, there have not been any material adverse changes in the business, properties, condition (financial or otherwise) or results of operations of the Lessee, whether or not arising from transactions in the ordinary course of business, and since such date, except in the ordinary course of business, the Lessee has not entered into any transaction or incurred any liability material to the financial position of the Lessee.
9. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of our knowledge, threatened against or affecting the Lessee wherein an unfavorable decision, ruling or finding would materially adversely affect the business,


properties, condition (financial or otherwise) or the results of operations of the Lessee or the ability of the Lessee to perform its obligations under the Lease.

10. All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Lessee of the Lease has been duly obtained, given or taken (and copies thereof have been provided to the Lessor).

11. Any certificate signed by any official of the Lessee and delivered to the Lessor will be deemed to be a representation by the Lessee to the Lessor as to the statements made therein.

WITNESS our hands this November 6, 2019.

By:

  
\_\_\_\_\_  
Mayor

Attest:

By:

  
\_\_\_\_\_  
City Clerk



**EXHIBIT F**

**REQUEST FOR DISBURSEMENT**

Re: Lease Agreement between Kentucky Bond Corporation, as lessor, and City of Harrodsburg, Kentucky, as lessee dated November 6, 2019.

**Requisition Certificate No. 1**

The Lessee hereby requests a disbursement from the Participant Disbursement Account in the amount of \$\$[ ] and hereby certifies, as follows (except that with respect to a disbursement to pay an interest component of Lease Rental Payments during construction of a Project, only the document described in (a) below will be required):

(a) Attached is a statement of the amount and nature of each item of the Costs of the Project to be paid and the name and address of the payee, with the payee's statement and, if reimbursement to the Lessee of amounts previously paid is requested, evidence of such payment;

(b) each item for which payment or reimbursement is requested is or was necessary in connection with the Costs of the Project and none of such items formed the basis for any previous payment from the Participant Disbursement Account;

(c) each contractor, subcontractor and materialman has filed with the Lessee receipts or waivers of liens for all amounts previously certified for payment, or any amount previously certified for reimbursement to the Lessee, or there is on file with the Lessee a cancelled check endorsed by the contractor, subcontractor or materialman evidencing such payment;

(d) all of the warranties and representations of the Lessee contained in the Lease are true and correct as of the date of such disbursement, as though such warranties and representations were made on such date, no Event of Default has occurred under the Lease, the right of the Lessee to control the acquisition, construction and installation of the Project has not otherwise been terminated pursuant to the Lease, and that amounts on deposit in the Participant Disbursement Account will be sufficient to complete the Project in accordance with the approved plans and specifications;

Executed this 6<sup>th</sup> of November, 2019.

**CITY OF HARRODSBURG, KENTUCKY, Lessee**

By: \_\_\_\_\_

Authorized Lessee Representative

## EXHIBIT G

### FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Definitions. Terms used in this Exhibit G shall have the meanings ascribed to them in Section 1 of this Lease. In addition:

“Consulting Engineers” means an engineer or a firm of engineers, who, by virtue of experience, reputation and ability, bear a reputation in the field of water or sewer system engineering, as applicable, which is recognized and known, and upon whose professional judgment sophisticated investors rely in connection with securities which are issued for utility purposes.

“Debt Service Reserve” means the fund established in accordance with Section 4 of this Exhibit G.

“Depository Bank” or “Payee Bank” refers to the bank in which all of the funds established in accordance with Section 4 of this Exhibit G are deposited and maintained.

“Depreciation Fund” means the fund established in accordance with Section 4 of this Exhibit G.

“Depreciation Reserve Requirement” means an amount as shall be determined by the Consulting Engineers and set forth in a certificate filed with the Lessee to be necessary as a reserve for major repairs or replacements of the System.

“Revenues” means the investment income, connection fees and all other items of income established as reasonably anticipated annual income of the System based upon a certification of Consulting Engineers and/or certified public accountants.

“Operation and Maintenance Fund” means the fund established in accordance with Section 4 of this Exhibit G.

“Parity Obligations” means bonds or other obligations issued in the future, which bonds or other obligations issued in the future will, pursuant to the provisions of this Lease, rank on a basis of parity with this Lease, and shall not be deemed to include obligations ranking inferior in security to this Lease. Parity Obligations shall also include the obligations of the Lessee under this Lease.

“Required Reserve” means zero, provided that if the Lessee determines to establish a Debt Service Reserve in order to obtain a rating on any obligations payable from Revenues, or for any other purpose, Required Reserve shall mean the least of (a) the maximum annual principal and interest requirements scheduled to fall due on the Lease and any outstanding Parity Obligations, (b) an amount equal to 10% of the principal amount of the Lease and any Parity Obligations or (c) 125% of the average annual principal and interest requirements of the Lease and any Parity Obligations.

“Revenue Fund” means the fund established in accordance with Section 4 of this Exhibit G.

“Revenues” means the revenues of the System of any and all types and varieties imposed, enforced and collected by the Lessee for any services rendered by the System, together with other income received by the Lessee, if any, from any agency of government, both federal and state, as representing income or operating subsidies, as distinguished from capital grants, to the extent not otherwise required to be treated and applied and specifically excluding therefrom any funds received which result from assessments or assessment charges.

“Sinking Fund” means the fund established in accordance with Section 4 of this Exhibit G for the payment of any Parity Obligations.

“System” means the water and sewer system of the Lessee and any additions thereto and extensions thereof, and shall include the Project being financed under this Lease.

“System Funds” means the Revenue Fund, the Sinking Fund, the Debt Service Reserve, the Depreciation Fund and the Operation and Maintenance Fund.

Section 2. Reaffirmation of Declaration that System is a Public Project. The previous action of the Lessee in declaring the public water and sewer system of the Lessee to constitute a revenue-producing public project, is hereby approved, ratified and confirmed; and so long as any Parity Obligations shall remain outstanding, the System shall be owned, controlled, operated and maintained on a combined and consolidated, revenue-producing basis, for the security and source of payment of any Parity Obligations, under the authority hereinbefore stated.

Section 3. Security, Funds and Revenues Pledged Parity Obligations. Any Parity Obligations that may be issued and outstanding from time to time under the conditions and restrictions hereinafter set forth shall be payable out of the Sinking Fund, and the holders of any Parity Obligations shall have a claim against such Fund and against a sufficient portion or amount of the Revenues of the System pledged to such Fund.

Section 4. Creation of Special Funds.

A. Revenue Fund. There is hereby established the Revenue Fund, which shall be maintained so long as any Parity Obligations remains outstanding. The Revenues of the System shall be set aside monthly into the Revenue Fund which shall constitute a separate and special fund hereby established, which fund shall be maintained as provided herein. The Revenues of the System so set aside into the Revenue Fund shall then be expended, used and apportioned as follows.

There shall be transferred on or before the last day of each month, from the Revenue Fund:

(1) To the Sinking Fund, so long as any Parity Obligations remains outstanding, an amount equal to one-twelfth (1/12) of the principal amount of all the Parity Obligations maturing on the next February 1.

(2) To the Sinking Fund, so long as any Parity Obligations remains outstanding, an amount equal to the sum of one-sixth of the interest requirements of any Parity Obligations coming due on the next succeeding February 1 or August 1.

(3) To the Debt Service Reserve, an amount equal to one-forty-eighth (1/48) of the maximum debt service requirements for any Parity Obligations, until such amount shall have been accumulated or restored, after which the monthly deposits may be discontinued, subject to resumption if, whenever, and so long as same shall be reduced, by such stipulated amount.

(4) To the Depreciation Fund, if, whenever, and so long as an amount equal to the Depreciation Reserve Requirement is not then being held in the Depreciation Fund, an amount, equal to one-thirty-sixth (1/36) of the Depreciation Reserve Requirement so that the balance in the Depreciation Fund will equal the Depreciation Reserve Requirement in the month that is thirty-six months from the month such deficiency first existed. Thereafter such monthly payments may cease for so long as the required balance in the Depreciation Fund is maintained and such monthly payments shall resume again if at any time said balance is less than the Depreciation Reserve Requirement and shall continue until said balance is established.

(5) To the Operation and Maintenance Fund, an amount which, together with any funds already on deposit therein, will be sufficient to pay, as they accrue, the proper and necessary costs of operating, maintaining and insuring the System, and to accumulate and maintain, in the Operation and Maintenance Fund, an amount sufficient to pay all costs of operating, maintaining and insuring the System for three (3) full months.

(6) On a periodic basis, but no less frequently than annually, the Revenues remaining in the Revenue Fund at the end of the month, or, in the case of annual transfers, the preceding calendar year, after making the payments required by (1) through (5) above, including any balances to be accrued and maintained, may be transferred to any fund or used for any purpose deemed appropriate by the Lessee

B. Sinking Fund. There is hereby established the Sinking Fund, which shall be maintained so long as any Parity Obligations remains outstanding, which shall be used for the purpose of accumulating the amounts necessary to pay the principal of and interest on the outstanding Parity Obligations. No further payments need be made into the Sinking Fund whenever and so long as such amount of the outstanding Parity Obligations shall have been retired so that

the amounts then held in the Sinking Fund (and in the Debt Service Reserve) are equal to the entire amount of the interest and principal that will be payable to and at the time of the retirement or maturity of all Parity Obligations then remaining outstanding. All funds on deposit in the Sinking Fund shall be kept separate and apart from all other funds of the Lessee and shall be deposited, secured and invested in the manner provided in subsection F below.

C. Debt Service Reserve. There is hereby established the Debt Service Reserve, which shall be maintained so long as any Parity Obligations remains outstanding and in which an amount equal to the Required Reserve shall be maintained. Amounts on deposit in the Debt Service Reserve may be withdrawn and used by the Lessee, when necessary, and shall be so withdrawn and used by if and to the extent necessary, to prevent a default in the payment of principal and interest on the outstanding Parity Obligations as and when due if the amount on deposit in the Sinking Fund is not sufficient to make such payments. In the event of any withdrawals from the Debt Service Reserve, or if and whenever the amount on deposit in the Debt Service Reserve is less than the Required Reserve, the Lessee shall remedy such deficiency through the deposit into the Debt Service Reserve in each month thereafter of an amount equal to one-one hundred twentieth (1/120) of the Required Reserve until the total Required Reserve shall have been accumulated or restored and is being maintained. All funds on deposit in the Debt Service Reserve shall be kept separate and apart from all other funds of the Lessee and shall be deposited, secured and invested in the manner provided in subsection F below.

D. Depreciation Fund. There is hereby established the Depreciation Fund, which shall be maintained so long as any Parity Obligations remains outstanding and in which an amount equal to the Depreciation Reserve Requirement shall be maintained.

Amounts in the Depreciation Fund may be withdrawn and used upon appropriate certification by whatever official is duly authorized by the Governing Body to make such certification, for the purpose of paying the cost of making unusual or extraordinary maintenance, repairs, renewals or replacements to the System, which would be necessary to keep the System in good operating condition, or for the purpose of paying the cost of constructing extensions, additions and/or improvements to the System which will either enhance the revenue-producing capacity of the System or provide a higher degree of service; provided, however, that if the combined available balances in the Sinking Fund and the Debt Service Reserve on any January 20 or July 20 shall be insufficient to pay the next maturing installment of interest or principal of the outstanding Parity Obligations, the Lessee shall withdraw and transfer from the Depreciation Fund to the Sinking Fund whatever amount may be required to eliminate the deficiency in the Sinking Fund and to avoid a default. However, the Lessee hereby certifies and represents that it is not reasonably anticipated that any amounts in the Depreciation Fund will be used to pay debt service on any Parity Obligations.

Deficiencies in the Depreciation Fund shall be remedied through the monthly deposits required from the Revenue Fund above, until the total required amount has been accumulated or restored and is being maintained. There shall also be deposited in the Depreciation Fund the proceeds of any property damage insurance not immediately used to replace the damaged or destroyed property and the cash proceeds of any surplus, worn out or obsolete properties of the System.

As and when additional Parity Obligations are issued, the Lessee shall determine at the time of issuance thereof, with the advice of the Consulting Engineers then employed by the Lessee, (a) whether additional amounts shall be accumulated in the Depreciation Fund, (b) the exact revision, if any, in the required deposits in the Depreciation Fund, and (c) the revised total amount necessary to be accumulated in the Depreciation Fund; whereupon covenants to that effect shall be incorporated in the proceedings authorizing the issuance of such Parity Obligations.

All funds on deposit in the Depreciation Fund shall be kept separate and apart from all other funds the Lessee and shall be deposited, secured and invested in the manner provided in subsection F below.

E. Operation and Maintenance Fund. There is hereby established the Operation and Maintenance Fund, which shall be maintained so long as any Parity Obligations remains outstanding. All costs of operating, maintaining and insuring the System shall be paid from the Operation and Maintenance Fund. All funds in the Operation and Maintenance Fund shall be kept separate and apart from all other funds of the Lessee and shall be deposited, secured and invested in the manner provided in Subsection F below.

F. Investment of Funds. All moneys held in the System Funds shall be deposited in the Depository Bank. Such bank or banks shall invest such portion of the System Funds as is designated by the Governing Body in investment obligations ("Investment Obligations") which constitute lawful investments for counties pursuant to Section 66.480 of the Kentucky Revised Statutes, as amended, subject, however, to the following limitations:

(1) Investment Obligations purchased as an investment of moneys in any System Fund held by the Lessee or the Depository Bank under the provisions of this Lease shall be deemed at all times to be a part of such System Fund and the income or interest earned, gains realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged thereto as the case may be, subject, in the case of the Debt Service Reserve, to the provisions of Section 4.C of this Exhibit G; provided that escrow agreements may provide otherwise.

(2) In computing the amount in all System Funds, including the accounts thereof, Investment Obligations purchased as an investment of moneys therein, shall be valued at the lesser of cost or fair market value. The value of investments in the Debt Service Reserve and the Depreciation Fund shall be determined as of the first day of each fiscal year. Valuation as of any date of computation shall include the amount of interest or gain realized to such date.

(3) The Lessee shall sell at the best price obtainable, or present for redemption or exchange, any Investment Obligations purchased by it pursuant to this Lease whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the System Fund for which such investment was made. The Depository Bank shall advise the Lessee in writing, at such times as may be requested by the Lessee, of the details of all Investments Obligations held for the credit of each System Fund in its custody under the provisions of this Lease. The Depository Bank shall review and advise the Lessee annually on the nature and value of investments in each fund or account. In the event that the value of investments in the Debt Service Reserve falls below the level required by this Lease, the Depository shall notify the Lessee and the Lessee shall cure such deficiency as provided in Section 4.C of this Exhibit G.

The Lessee represents and certifies that no investment shall be made of the proceeds of any Parity Obligations or the Revenues of the System which will cause any outstanding Parity Obligations to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Section 5. Adoption of Budget of Current Expenses. The Lessee covenants and agrees that prior to the delivery of this Lease, the Governing Body will have adopted a budget of current expenses for the operation of the System for the remainder of the then current fiscal year ending June 30, and thereafter, on or before the first day of each fiscal year prior to the year of final maturity of any Parity Obligations, the Governing Body of the Lessee will adopt an annual budget of current expenses for the System (the "Annual Budget of Current Expenses") for the ensuing fiscal year, and will furnish a copy of such Annual Budget of Current Expenses or amendments thereto, upon request, to any holder of Parity Obligations. "Current Expenses" as used herein shall include all reasonable and necessary costs of operating, repairing, maintaining and insuring the System, but shall exclude any allowance for depreciation payments into the Depreciation Fund for extensions, improvements, and extraordinary repairs and maintenance, and payments into the Sinking Fund and the Debt Service Reserve. The Lessee further covenants that the Current Expenses incurred in any year shall not exceed the necessary and reasonable amounts required therefor, and that the Lessee will not expend any amount or incur any obligations for operation, maintenance and repair in excess of the amounts provided for Current Expenses in the current Annual Budget of Current Expenses, except on proper justification and resolution by the Governing Body of the Lessee, that such expenditures are necessary to operate and maintain the System. The Lessee further covenants that at the same time and in like manner, the Governing Body of the Lessee shall prepare an estimate of Revenues to be derived from the operation of the System for such fiscal year and that sufficient Revenues shall be provided, through the maintenance of proper rates and charges (and through the increase thereof if necessary) to satisfy the requirements of all of the provisions contained in this Lease, including the accumulation and maintenance of all required reserves specified herein.

Section 6. Rates and Charges for Services of the System. While any Parity Obligations remains outstanding and unpaid, the rates for all services and facilities rendered by the System to the Lessee and to its citizens, corporations or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of the System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of all outstanding Parity Obligations and the accruing interest on all such outstanding Parity Obligations, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of this Lease. Prior to the delivery of this Lease, a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of this Lease has been established and adopted and is now in full force and effect.

The Lessee covenants that it will not reduce the rates and charges for services rendered by the System without first filing with the City Clerk a certification of the Consulting Engineers to the effect that the annual Net Revenues (defined below) of the then existing System for the fiscal year preceding the date on which such reduction is proposed, as such annual Net Revenues are adjusted, after taking into account the projected reduction in Revenues anticipated to result from such proposed rate decrease, are equal to not less than 120% of the maximum debt service requirements falling due in any fiscal year thereafter for the principal of and interest on all of the then outstanding Parity Obligations. For

purposes of determining compliance with the coverage required by this Section and the tests contained in Section 7.B and C hereof relating to Parity Obligations, the interest rate borne by indebtedness bearing interest at a variable rate shall be assumed to be equal to the higher of (i) 5.00% or (ii) the highest variable rate borne over the preceding 24 months by outstanding variable rate debt (issued pursuant to the provisions hereof) or by variable rate debt for which the interest rate is computed by reference to an index comparable to that to be utilized for the debt then proposed to be issued.

The Lessee also covenants to cause a report to be filed with the Governing Body within six (6) months after the end of each fiscal year by certified public accountants or Consulting Engineers, setting forth what was the precise percentage ("coverage") of the maximum debt service requirements falling due in any fiscal year thereafter for principal of and interest on all of the then outstanding Parity Obligations, produced or provided by the Net Revenues (defined below) in that fiscal year and the Lessee covenants that if and whenever such report so filed shall establish that such coverage of Net Revenues for such year was less than 120% of the maximum debt service requirements, the Lessee shall increase the rates by an amount sufficient, in the opinion of such engineers or accountants, to establish the existence of or immediate projection of, such minimum 120% coverage.

Section 7. Inferior Obligations: Parity Obligations: and Surplus Facilities.

A. Inferior Obligations. Except as provided below in this Section, the Lessee shall not, so long as any Parity Obligations are outstanding, enter into any additional financing leases, issue any bonds or incur any indebtedness payable from the Revenues or any part thereof unless the lien or pledge of the Revenues to secure such additional bonds or indebtedness is made inferior and subordinate in all respects to the security of the outstanding Parity Obligations.

The Lessee expressly reserves the right at any time or times to issue its bonds or other obligations payable from the Revenues of the System and not ranking on a basis of equality and parity with the outstanding Parity Obligations, without any proof of previous earnings or Net Revenues, but only if such bonds or other obligations are issued to provide for extensions, additions, improvements or other benefits to the System, and provided such inferior bonds or obligations whenever issued or incurred may only be issued or incurred with express recognition of the priorities, liens and rights created and existing for the security, source of payment and protection of the outstanding Parity Obligations; provided, however, that nothing in this Section is intended to restrict, or shall be construed as a restriction upon, the ordinary refunding of the outstanding Parity Obligations, if such refunding does not operate to increase, in any year until the final maturity of the refunding obligations, the aggregate of the principal and interest requirements of the Parity Obligations to remain outstanding and the Parity Obligations proposed to be refunded.

B. Parity Obligations to Finance Future Extensions, Additions or Improvements: Conditions or Showings Required. The Lessee further reserves the right to add new water and sewer and/or related auxiliary facilities, and/or to finance future extensions, additions or improvements to the System, by the issuance of one or more additional series of obligations to be secured by a lien on the basis of parity with the lien securing Parity Obligations, and ratably payable from the Revenues of the System, provided that:

(1) The facility or facilities to be constructed from the proceeds of the additional obligations issued for that purpose is or are made a part of the System and its or their Revenues are pledged as additional security for the additional obligations and the outstanding Parity Obligations.

(2) The Lessee is in compliance with all covenants and undertakings in connection with all of its bonds or other obligations then outstanding and payable from the Revenues of the System or any part thereof; and

(3) There shall have been procured and filed with the City Clerk a statement by a certified public accountant, reciting the opinion based upon necessary investigation that the Net Revenues of the System for twelve (12) consecutive months out of the preceding eighteen (18) months (with adjustments as hereinafter provided) were equal to at least 1.25 times the maximum annual debt service that will become due in any fiscal year thereafter for both principal and interest on Parity Obligations, including the obligations then proposed to be issued. (The calculation of maximum net debt service requirements of or principal of and interest on the outstanding Parity Obligations, including the additional obligations to be issued shall, regardless of whether such obligations are to be serial or term obligations, be determined on the basis of the principal of, and interest on, such obligations being payable in approximately equal annual installments.)

"Net Revenues" as herein used are defined as Revenues less operating expenses, which shall include salaries, wages, cost of maintenance and operation, materials and supplies, pumping costs, insurance, and all other items that are normally and regularly so included under recognized accounting practices, exclusive of allowance for depreciation.

Such "Net Revenues" may be adjusted for the purpose of the foregoing computations to reflect (i) any revisions in the schedule of rates or charges being imposed at the time of the issuance of any such additional parity obligations, and also to reflect (ii) any increase in such Net Revenues projected by reason of the Revenues anticipated to be derived from the extensions, additions or improvements to the System being financed (in whole or in part) by such additional Parity Obligations; provided such latter adjustment shall be made only if contracts for the immediate acquisition or construction of such extensions, additions or improvements have been or will have been entered into (secured by a 100% performance bond) prior to the issuance of such additional Parity Obligations. All of such adjustments shall be based upon the written certification of the Consulting Engineers.

(4) The interest payment dates for all such additional Parity Obligations shall be semiannually on August 1 and February 1 of each year, and the principal maturities thereof shall be on February 1 of the year in which any such principal is scheduled to become due.

C. Parity Obligations to Refund or Refinance Outstanding Obligations. In addition to obligations satisfying the requirements of Section 6.C above issued to refund outstanding Parity Obligations, the Lessee further reserves the right to issue one or more additional series of obligations to be secured by a parity lien on and ratably payable from the Revenues of the System, for the purpose of refunding or refinancing the outstanding Parity Obligations, or any portion thereof, provided that prior to the issuance of such additional Parity Obligations for that purpose, there shall have been procured and filed with the City Clerk a statement by a certified public accountant, reciting the opinion based upon necessary investigation that:

(1) after the issuance of such Parity Obligations, the annual Net Revenues, as adjusted and defined above, of the then existing System for the fiscal year preceding the date of issuance of such Parity Obligations, after taking into account the revised debt service requirements resulting from the issuance of such Parity Obligations and from the elimination of the bonds or other obligations being refunded or refinanced thereby, are equal to not less than 120% of the maximum net annual debt service requirements then scheduled to fall due in any fiscal year thereafter for principal of and interest on all of the then outstanding Parity Obligations payable from the Revenues of the System, calculated in the manner specified above: or

(2) in the alternative, that the debt service requirements for the outstanding Parity Obligations and the proposed Parity Obligations, in any year of maturities thereof after the retirement, defeasance or redemption of the outstanding Parity Obligations scheduled to be refunded through the issuance of such proposed Parity Obligations, shall not exceed the scheduled net annual debt service requirements applicable to the Parity Obligations then outstanding for any corresponding year prior to the issuance of such proposed Parity Obligations and the retirement, defeasance or redemption of any Parity Obligations to be refunded.

The additional Parity Obligations, the issuance of which is restricted and conditioned by this Section, shall be understood to mean obligations payable from the income and Revenues of the System on a parity with the outstanding Parity Obligations, including this Lease, and shall not be deemed to include nor to prohibit the issuance of any other obligations, the security and source of payment of which is subordinate and subject to the priority of the payments into the Sinking Fund for the outstanding Parity Obligations and such additional Parity Obligations.

The interest payment dates for all such additional Parity Obligations shall be semiannually on August 1 and February 1 of each year, and the principal maturities thereof shall be on February 1 of the year in which any such principal is scheduled to become due.

D. Priority of Lien; Permissible Disposition of Surplus or Obsolete Facilities; Conditions. The Lessee covenants and agrees that so long as any Parity Obligations is outstanding, the Lessee will not sell or otherwise dispose of any of the facilities of the System, or any part thereof, and, except as provided for above, it will not create or permit to be created any charge or lien on the Revenues thereof ranking equal or prior to the charge or lien of the outstanding Parity Obligations. Notwithstanding the foregoing, the Lessee may at any time permanently abandon the use of, or sell at the fair market value, any part of the facilities of the System, provided that:

(1) It is in compliance with all covenants and undertakings in connection with all of the Parity Obligations then outstanding and payable from the Revenues of the System, and the Debt Service Reserve for such outstanding Parity Obligations is being maintained at the stipulated level; and

(2) It will in the event of any such sale, apply the proceeds to either (i) redemption of outstanding Parity Obligations in accordance with the provisions governing redemption of the outstanding Parity Obligations in advance of maturity, or purchase of outstanding Parity Obligations in the open market at not exceeding the next applicable redemption price, or (ii) replacement of the facility so disposed of by another facility, the Revenues of which shall be incorporated into the System as hereinbefore provided; and

(3) It certifies, in good faith, prior to any abandonment of use, that the facility or facilities to be abandoned is or are no longer economically feasible of producing substantial Net Revenues; and

(4) It certifies, in good faith, that the estimated Net Revenues of the remaining facilities of the System for the then next succeeding fiscal year, plus the estimated Net Revenues of the facility or facilities, if any, to be added to the System, comply with the earnings requirements hereinbefore provided in the provisions and conditions governing the issuance of additional Parity Obligations; and

(5) Such sale or disposition will not have the effect of causing any Parity Obligations to become arbitrage bonds.

Section 8. All Parity Obligations are Equal. The outstanding Parity Obligations authorized and permitted to be issued hereunder, including the Lease, and from time to time outstanding, shall not be entitled to priority one over the other in the application of the income and Revenues of the System regardless of the time or times of their issuance, it being the intention that there shall be no priority among the outstanding Parity Obligations authorized or permitted to be issued, regardless of the fact that they may be actually issued and delivered at different times, subject to the provisions of the previous Section.

Section 9. Insurance.

A. Fire and Extended Coverage. If and to the extent that the System includes structures above ground level, the Lessee shall, upon receipt of the proceeds of the sale of the Lease, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System.

The foregoing fire and extended coverage insurance shall be maintained so long as any of the outstanding Parity Obligations are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System, the Lessee shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

B. Liability Insurance on Facilities. The Lessee shall, if such insurance is not already in force, procure and maintain, so long as any Parity Obligations are outstanding, public liability insurance relating to the operation of the facilities of the System to protect the Lessee from claims for bodily injury or death and claims for damage to property of others which may arise from the Lessee's operations of the System and any other facilities constituting a portion of the System in amounts that are commercially reasonable for operators of utility systems that are similar the System.

C. Vehicle Liability Insurance. If and to the extent that the Lessee owns or operates vehicles in the operation of the System, the Lessee shall, if such insurance is not already in force, procure and maintain, so long as any Parity Obligations are outstanding, vehicular public liability insurance in amounts that are commercially reasonable for operators of utility systems that are similar the System to protect the Lessee from claims for bodily injury or death and damage to property of others which may arise from the operation of such vehicles by the Lessee.

Section 10. Records, Audits and Reports: Engineering Inspection. Insofar as consistent with the laws of Kentucky, the Lessee agrees that so long as any of the Parity Obligations remains outstanding, it will keep proper books of records and account showing complete and correct entry of all transactions relating to the System in accordance with generally accepted accounting principles (for facilities of like type and size), in which complete and correct entries shall be made of all pertinent transactions. All such records and books of account shall at all times during normal business hours be subject to inspection by the owners of 10% or more of the principal amount of the Parity Obligations then outstanding, or by their duly authorized representatives.



The Lessee further covenants that as soon as may be feasible after the close of each fiscal year, and in any event not later than one hundred twenty (120) days thereafter, the Lessee will cause an audit of the financial affairs of the System to be completed by independent state-licensed accountants, covering the operation of the System for the preceding fiscal year.

A copy of said audit report shall be kept on file in the office of the City Clerk, where it will be subject to inspection at any reasonable time by or on behalf of any owner of outstanding Parity Obligations. A condensation of the important facts shown by such report will be mailed to any such owner upon request.

The Lessee further covenants and agrees to retain an Consulting Engineers or to inspect the System and its operation at least once in each period of three (3) years and to file with the City Clerk a written report of the findings and recommendations as a result of such inspection.

Section 11. General Covenants. The Lessee covenants, so long as any Parity Obligations remains outstanding, as follows:

A. It will at all times own and operate the System as a public project on a revenue producing basis, and will permit no services to be rendered free of charge or without full compensation.

B. It will at all times maintain the System in good condition through application of Revenues accumulated and set aside for operation and maintenance as herein provided, and will make renewals and replacements as the same may be required, through application of Revenues accumulated and set aside into the Depreciation Fund.

C. To the extent permitted by law, it will not permit any competing water or sewer system, public or private, to sell or provide water or sewer services to customers within the service area of the Lessee.

D. It will perform all duties with reference to the System required by the Statutes and Constitution of Kentucky and will not sell, lease, mortgage or in any manner dispose of the System, or any part thereof except as authorized herein.

E. It will provide that, to the greatest extent permitted by law, utility service will be discontinued to any premises where there is a failure to pay any part of the aggregate charges billed, including such penalties and fees for disconnection or reconnection as may be prescribed from time to time.

Section 12. Events of Default; Remedies. The following items shall constitute an "event of default" on the part of the Lessee:

A. The failure to pay the principal of any Parity Obligations when due and payable, either at maturity or by proceedings for redemption.

B. The failure to pay any installment of interest on the outstanding Parity Obligations when the same shall become due and payable or within thirty (30) days thereafter.

C. The default by the Lessee in the due or punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Lease, including this Exhibit.

D. The failure to promptly repair, replace or reconstruct needed or essential facilities of the System that have been damaged or destroyed.

E. The entering of an order or decree with the consent or acquiescence of the Lessee appointing a receiver of all or any part of the System or any Revenues thereof; or if such order or decree having been entered without the acquiescence or consent of the Lessee, its failure in not having the order vacated, discharged or stayed on appeal within sixty (60) days after entry.

F. The failure of the Lessee to fulfill any of its other obligations pursuant to this Lease, including this Exhibit G.

The Lessor may, either at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel performance by the Lessee and its officers and agents of all duties imposed or required by law or by this Lease including this Exhibit G in connection with the operation of the System, including the making and collection of sufficient rates, the segregation of the Revenues of the System and the application thereof in accordance with the provisions of this Lease, including this Exhibit G.

Upon the occurrence of an "event of default" as defined above, then upon the filing of suit by the Lessor or any holder of any Parity Obligations, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Lessee, with power to charge and collect rates and charges for the services and facilities provided by the System sufficient to provide for the payment of any outstanding Parity Obligations and other obligations of the System, and the interest thereon, together with the expenses of operation and maintenance, and to apply the income and Revenues in accordance with the provisions of this Lease, including this Exhibit G, and of the applicable statutes of Kentucky, and to take such other legal action as may be appropriate for the protection of the Lessor or any such other holder.

The Lessee hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Lessee's obligations, all contracts and other rights of the Lessee pertaining to the System, conditionally, for such time only as such receiver or operator shall operate by authority of the court. In the event of default, the Lessor or the holder of any Parity Obligations may require the Governing Body of the Lessee by an action in mandamus to raise the rates a reasonable amount.

Section 13. Covenant to Require Use of System. The Lessee agrees that during the time any of the outstanding Parity Obligations are outstanding, it will take all such steps as may be necessary to cause the owners of all properties abutting upon any water and sewer lines of the Lessee to connect thereto and to keep connected thereto all water and sewer pipes on such properties. The foregoing covenant shall be in favor of and enforceable by the Lessor and holders of the outstanding Parity Obligations in accordance with the provisions herein contained. If the Lessee fails to take such steps, it may be required to do so by the Lessor or such other holders.

Section 14. Security. The Lease Rental Payments will constitute legal, valid and binding special and limited obligations of the Lessee, secured by a pledge of the Revenues of the System, and are payable out of the Sinking Fund created hereby. The Lessor and owners of the Parity Obligations shall have a first lien claim against the Sinking Fund and against the necessary designated portion or amount of the Revenues of the System. This Lease will rank on a parity as to security and source of payment with any other Parity Obligations. As security and source of payment of the Base Rentals payable under the Lease, the Lessee hereby pledges, assigns and grants to the Lessor a lien and security interest in the following for so long as the Lease shall remain in effect:

- (1) all Revenues of the System;
- (2) all net proceeds of insurance and condemnation, in each case after payment from time to time of costs of operating, maintaining, repairing and replacing the System:
- (3) all of the Lessee's right, title and interest in and to all leases and subleases of the System or any assignment thereof; and
- (4) all proceeds of the foregoing.

Except as may be otherwise expressly provided in this Lease or any amendment or supplement permitted hereunder, this pledge, assignment and grant of a lien and security interest shall be valid and binding from and after the date hereof, and all of the foregoing shall immediately be subject thereto without any physical delivery thereof or further act. The lien and security interest shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Lessee, irrespective of whether such parties have notice thereof, to the extent permitted by law; on a parity, however, with the lien and security interest granted as security for all Parity Obligations. The Lessee agrees to hold all of the foregoing collateral as agent for the Lessor and owners of any Parity Obligations, and to execute such additional documents, including financing statements, affidavits, notices and similar instruments, as may be required to perfect and maintain the security interest granted herein to the extent a security interest may be perfected and maintained in the collateral herein described.

Section 15. Obligations of Lessee Unconditional. The obligations of the Lessee to make the Lease Rental Payments due shall be absolute and unconditional, and shall not be subject to any diminution by right of set-off, counterclaim, recoupment or otherwise. During the term of this Lease, the Lessee shall not suspend or discontinue any Lease Rental Payments due hereunder.

EXHIBIT H

TAX CERTIFICATE

**CERTIFICATE UNDER SECTIONS 103(b)(2) AND 148  
OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED**

PARTICIPANT: City of Harrodsburg, Kentucky

FINANCING AGREEMENT AMOUNT: \$3,130,000

The Participant hereby certifies with respect to a Financing Agreement (the "Financing Agreement") with the Kentucky Bond Corporation (the "Corporation"), funded with a portion of the proceeds of the Bonds, as defined in the Financing Agreement, issued by the Corporation on behalf of the Participant, which is entered into for the purpose of (i) redeeming certain outstanding obligations (the "Prior Obligations") which financed certain improvements (the "Project") and (ii) funding a debt service reserve and made as of the date hereof (the "Closing Date"), which is the date of delivery of, and payment for, the Bonds and the Financing Agreement, that the following facts, estimates and circumstances regarding the amount and use of all of the Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Internal Revenue Code of 1986, as amended (the "Code"), of the Financing Agreement are, as of the Closing Date and according to the Participant's best knowledge, information and belief, reasonably expected to exist or to occur (with capitalized terms not defined herein having the meanings given them in the Financing Agreement or the Tax Compliance Agreement attached hereto):

A. Proceeds. The Proceeds of the Financing Agreement consist, and will consist, of the Sale Proceeds, Replacement Proceeds and Investment Proceeds, each as defined in Treas. Reg. § 1.148-1(b), issued under the Code.

B. Purpose of Issue. The Proceeds of the Financing Agreement, together with certain other funds, will be used to fund a portion of a Reasonably Required Reserve or Replacement Fund (the "Reserve Fund") and redeem the Prior Obligations, each of which constitutes a valid governmental purpose (the "Governmental Purpose").

The total amount of Proceeds received by the Participant will not exceed the amount necessary to finance the Governmental Purpose. The Financing Agreement is being entered into at this time because the Prior Obligation has become due and payable.

C. Yield on the Financing Agreement. (1) The price at which a substantial amount of the Bonds related to the Financing Agreement were sold is set forth in the Certificate of Financial Advisor attached hereto.

(2) The Yield on the Financing Agreement, as defined in Treas. Reg. § 1.148-4, issued under the Code, is variable and will be determined under Treas. Reg. § 1.148-4(c).

(3) The Yield on the Financing Agreement is equal to the Yield on the portion of the Bonds the proceeds of which financed the Financing Agreement; therefore, the Yield on the Financing Agreement does not exceed the Yield on the portion of the Bonds the proceeds of which financed the Financing Agreement.

D. Application of Proceeds. All of the Sale Proceeds will be used to fund a portion of the Reserve Fund and to redeem the Prior Obligation and to pay issuance expenses. No amount received as Proceeds of the Financing Agreement will be used in the manner not set forth in this section.

E. Expenditure of Proceeds for the Project. The Prior Obligation will be redeemed within 90 days of the date hereof.

F. Investment of Proceeds. (1) The Participant has agreed in the Tax Compliance Agreement that it will not invest any of the Proceeds of the Financing Agreement without the express consent of the Corporation, and any such investments will be done so that such investment will not cause interest on either the Financing Agreement or the Bonds to be includable in the holder's gross income for purposes of federal income taxation or the debt to be treated as "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder.

(2) Not more than fifty percent (50%) of the Proceeds of the Financing Agreement will be invested in investments that both do not carry out the Governmental Purpose of the Financing Agreement and have a substantially guaranteed yield for at least four (4) years.

(3) No account or fund has been or will be established to pay principal of, premium, if any, or interest on the Financing Agreement. Other than the Reserve Fund, as described in Subsection (4) below, there are no moneys, sources of funds, securities or obligations that have been, or will be, pledged as collateral for the payment of principal of, premium, if any, or interest on the Financing Agreement, and there are no moneys, sources of funds, securities or obligations with respect to which the Issuer has given or will give any reasonable assurance to any holder of the Financing Agreement that such funds will be available to pay principal of, premium, if any, or interest on the Financing Agreement.

(4) The amounts on deposit in Reserve Fund, which secures the combination of the Financing Agreement and all other financing agreements entered into pursuant to the Program (the "Program Financing Agreements"), on an aggregate basis, should not exceed the least of (i) 10% of the stated principal amount of the Program Financing Agreements, if original issue discount does not exceed 2% times the stated redemption price of the Bonds, or the Issue Price of the Program Financing Agreements, if original issue discount does exceed 2% times the stated redemption price of the Program Financing Agreements, (ii) the maximum annual Debt Service of the Program Financing Agreements, or (iii) 125% of average annual Debt Service of the Program Financing Agreements, or the amount held in all Reasonably Required Reserve or Replacement Funds in excess of the lowest of these limits will not be invested at a Materially Higher Yield or, if the amount so invested satisfies Treas. Reg. § 1.148-5(c)(3)(i)(E), issued under the Code, appropriate Yield Reduction Payments will be timely made. For purposes of calculating any Rebate Payments and Yield Reduction Payments due in Connection with the Bonds, the amount of the Reserve Fund allocable to the Financing Agreement will be determined in accordance with Treas. Reg. § 1.148-6.

(5) Any unexpended portion of the Proceeds of the Financing Agreement, including any amounts in the Reserve Fund or any additional Reasonably Required Reserve or Replacement Fund, will be invested as provided in the Trust Indenture for the Bonds and other than any funds described herein invested during an Applicable Temporary Period permitted under Treas. Regs. §§ 1.148-1 through -11, issued under the Code, if any, or any amounts in any Reasonably Required Reserve or Replacement Fund, as described in Treas. Reg. § 1.148-2(f), no Proceeds of the Financing Agreement, or any moneys that may become Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), of the Financing Agreement, in excess of the lesser of (i) five percent (5%) of such Proceeds or (ii) \$100,000, will be invested in "higher yielding investments," as defined in the Code and the Treasury Regulations thereunder.

G. General. (1) Neither the Project, nor any part thereof, will be sold or otherwise disposed of by the Participant prior to the final principal maturity date of the Financing Agreement.

(2) The Participant will allocate Proceeds of the Financing Agreement to reimburse itself only for capital expenditures paid not earlier than sixty (60) days prior to the Closing Date or not earlier than sixty (60) days prior to the date it adopted an official expression of intent to reimburse (the "Official Expression of Intent"), within the meaning of Treas. Reg. § 1.150-2, issued under the Code, if earlier, or as otherwise permitted pursuant to Treas. Reg. § 1.150-2.

(3) There are no amounts, other than the Gross Proceeds of the Financing Agreement that are available for the Governmental Purpose. Other than the Reserve Fund, here are no sinking funds or pledged funds and the term of the Financing Agreement is not longer than reasonably necessary for the Governmental Purpose.

(4) Any Rebate Payments and any Yield Reduction Payments, owed pursuant to Section 148(f) of the Code, will be remitted to the United States Treasury as directed by the Corporation, pursuant to the Tax Compliance Agreement entered into with respect to the Bonds.

(5) The Participant has not employed in connection with the Financing Agreement a transaction or series of transactions that attempts to circumvent the provisions of Sections 103(b)(2) and 148 of the Code and the Treasury Regulations thereunder, enabling the Participant to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and/or increasing the burden on the market for tax-exempt obligations through actions such as issuing more obligations, issuing obligations sooner or allowing them to remain outstanding longer than would otherwise be necessary for the Governmental Purpose.

(6) The Issuer has never been advised of any listing or contemplated listing by the Internal Revenue Service to the effect that the Participant's certification with respect to its obligations may not be relied upon and no notice to that effect has been published in the Internal Revenue Bulletin.

(7) With respect to the Financing Agreement, the first, and each subsequent, "Bond Year", as defined in Treas. Reg. § 1.148-1(b) shall end on February 1, commencing with the first February 1, subsequent to the Closing Date.

(8) Certain of the facts, estimates and circumstances contained herein are based upon representations made by the Financial Advisor in the attached certificate, or in other letters and reports that accompany the sundry closing documents related to the sale and delivery of the Financing Agreement and the Bonds. The Participant is not aware of any facts, estimates or circumstances that would cause it to question the accuracy of such representations. To the best of the knowledge, information and belief of the undersigned, who is authorized by the Participant to sign this certificate on behalf of the Participant, the above expectations of the Participant as stated herein are reasonable and there are no other facts, estimates or circumstances that would materially change the foregoing conclusion.

**CHECK IF APPLICABLE**

(9) During this calendar year, the Participant, which has general taxing powers, has not issued and does not expect to issue tax-exempt bonds, including any tax-exempt bonds issued by any subordinate entities, but excluding "private activity bonds," as defined in the Section 141 of the Code, and any refunding bonds, as defined in Section 148(f)(4)(D)(iii) of the Code, exceeding \$5,000,000 in aggregate face amount.

(10) Participant does not reasonably anticipate that the total principal amount of "tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code which the Participant or any subordinate entity of the Participant will issue during the calendar year in which the Financing Agreement is executed and delivered will exceed \$10,000,000; and, therefore, the Participant hereby designates the Financing Agreement as a "qualified tax-exempt obligation".

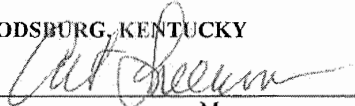
[Signature Page to Follow]

[Signature Page to No-Arbitrage Certificate]

This certificate is being executed and delivered pursuant to Treas. Regs. §§ 1.148-1 through -11 issued under the Code, of which the undersigned, with the advice of counsel, is generally familiar. On the basis of the foregoing, it is not expected that the proceeds of the Financing Agreement will be used in a manner that would cause the Financing Agreement or the Bonds to be "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code or the Treasury Regulations thereunder.

**CITY OF HARRODSBURG, KENTUCKY**

By:

  
\_\_\_\_\_  
Mayor

Dated: November 6, 2019

**CERTIFICATE OF FINANCIAL ADVISOR**

The undersigned hereby certifies on behalf Ross, Sinclair & Associates, LLC (the "Financial Advisor") that (1) the Bonds were sold by competitive sale on October 16, 2019 (the "Sale Date") under a written and binding agreement, dated the Sale Date, the terms of which have not been materially altered since the Sale Date; (2) the purchase prices for the Bonds are set forth in Exhibit A hereto, which purchase prices were not less than the fair market value of each maturity of the Bonds as of the Sale Date; (3) it is of the opinion that the amount deposited in the Reserve Fund is reasonable and necessary because no reserve fund or a reserve fund in a lesser amount would adversely affect the interest rates at which the Bonds could be sold; and (4) this certificate may be relied upon by the Participant in executing the foregoing certificate and by Dinsmore & Shohl LLP in rendering any opinion with respect to the Bonds or the Financing Agreement.

**ROSS, SINCLAIRE & ASSOCIATES, LLC**

By: Joseph Ah  
Title: Vice President

Dated: November 6, 2019



**Attachment to No-Arbitrage Certificate  
TAX COMPLIANCE AGREEMENT**

**KENTUCKY BOND CORPORATION**

PARTICIPANT: City of Harrodsburg, Kentucky

DATE OF AGREEMENT: November 6, 2019

FINANCING AGREEMENT AMOUNT: \$3,130,000

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This Tax Compliance Agreement relates to a Financing Agreement between the Participant and the Kentucky Bond Corporation dated the date of this Tax Compliance Agreement.

## TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Compliance Agreement") is made and entered into as of the date shown on the cover page hereto between the KENTUCKY BOND CORPORATION (the "Corporation") and the Participant shown on the cover page hereto (the "Participant"):

### WITNESSETH:

WHEREAS, the Participant has agreed, in a lease agreement (the "Financing Agreement") dated the date hereof (with capitalized terms not defined herein having the meanings given them in the Financing Agreement) to borrow the Financing Agreement Amount shown on the cover page hereto pursuant to a Program administered by the Corporation and funded with the portion of the proceeds of Bonds issued by the Corporation on behalf of the Participant to fund a Reasonably Required Reserve or Replacement Fund and to redeem certain obligation of the Lessee (the "Prior Obligations") the proceeds of which were used to finance the project identified in the Financing Agreement (the "Project"); and

WHEREAS, it is necessary for the parties hereto to enter into this Tax Compliance Agreement to ensure that interest paid on the Bonds and on the Financing Agreement shall all be and shall all remain excludible from gross income for Federal income purposes, pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and is not and will not become a specific item of tax preference under Section 57(a)(5)(C) of the Code for the federal alternative minimum tax and to comply with the requirements of the No-Arbitrage Certificate (as hereinafter defined).

NOW, THEREFORE, the parties hereto agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.01. Definitions. In addition to words and terms defined elsewhere in this Tax Compliance Agreement, the Code and Regulations, the No-Arbitrage Certificate, the Indenture and the Financing Agreement, the following capitalized words and terms used in this Tax Compliance Agreement shall have the following meanings, unless some other meaning is plainly intended:

"AMT Bond" means a Qualified Private Activity Bond, other than a Qualified 501(c)(3) Bond, the interest on which is a specific item of tax preference under Section 57(a)(5) of the Code, subject to the federal alternative minimum tax under Section 55 of the Code.

"Arbitrage Bond" means any obligation of a Governmental Entity that is treated as an arbitrage bond under Sections 103(b)(2) and 148 of the Code.

"Applicable Temporary Period" means the temporary investment period available for each particular category of Gross Proceeds of Governmental Obligations, as provided in Treas. Reg. § 1.148-2(e), issued under the Code, during which time the Gross Proceeds may be invested at a Materially Higher Yield. The Applicable Temporary Period for amounts in a Capital Acquisition Fund ends three years, after the Closing Date of Governmental Obligations, the Applicable Temporary Period for amounts deposited into a Bona Fide Debt Service Fund ends thirteen months after the date of deposit into the fund, the Applicable Temporary Period for Investment Proceeds of Governmental Obligations ends one year after the date of receipt or deemed receipt of the monies, the Applicable Temporary Period for Replacement Proceeds of Governmental Obligations ends thirty days after the date the amounts become Replacement Proceeds and the Applicable Temporary Period for Disposition Proceeds of Governmental Obligations will be determined under Treas. Reg. § 1.141-12(a), issued under the Code.

"Bona Fide Debt Service Fund" means a fund that is used primarily to achieve a proper matching of revenues with Debt Service of Governmental Obligations within each Bond Year and is depleted at least once each Bond Year, except for the Permitted Carryover.

"Bond Counsel" means a nationally recognized bond counsel experienced in municipal finance, particularly in the issuance of bonds the interest on which is excluded from gross income pursuant to the Code.

“Bond Year” means the period commencing on the Closing Date of Governmental Obligations and ending on a date no later than one year after the Closing Date and then each one-year period commencing the day after such date and each anniversary of such date thereafter.

“Capital Acquisition Fund” means a fund that is to be used to finance the acquisition or construction of assets that qualify as Capital Expenditures.

“Capital Expenditure” means any expense that is properly depreciable or amortizable or is otherwise treated as a capital expenditure under the Code, and for the purposes of determining eligible Reimbursement Allocations, Costs of Issuance.

“Closing Date” means the date of this Tax Compliance Agreement.

“Cost of Issuance” means any expenditure incurred in connection with the issuance of the Financing Agreement or the Participant’s share of such expenditures relating to the Bonds, including such costs as underwriters’ spread, rating agency fees, appraisal costs, attorneys’ and accounts’ fees and printing costs, but excluding Qualified Guarantee Fees or expenditures incurred in connection with the acquisition of the Project.

“Debt Service” means any principal and interest payments on obligations.

“Disposition Proceeds” means the amounts, including property, received from the sale, exchange or other disposition of the Project.

“Disproportionate Private Use” means the excess of Related Private Use over the Related Governmental Use.

“Federally-Guaranteed” means having the payment of either the principal or interest on any portion of the Financing Agreement or any loan made with the Proceeds of any portion of the Financing Agreement guaranteed, in whole or in part, directly or indirectly, by the United States, or acquiring any Investment Property that is, directly or indirectly federally-insured, except as otherwise permitted by Section 149(b) of the Code.

“Governmental Entity” means any State and any political subdivision and agency of any State.

“Governmental Facility” means any property owned by one or more Governmental Entities financed or refinanced with Governmental Bonds, if no more than 10% of the property is used by Private Users.

“Governmental Issuer” means the Governmental Entity that is the debtor on or issuer of a Governmental Obligation.

“Governmental Obligation” means any debt obligation of a Governmental Entity.

“Gross Proceeds” means Sale Proceeds, Investment Proceeds, Transferred Proceeds and Replacement Proceeds, determined pursuant to Treas. Regs. §§ 1.148-1(b) and -1(c), all until spent.

“Investment Proceeds” means any amounts actually or constructively earned or received from investing the Proceeds in Investment Property.

“Investment Property” means any security (as defined in Section 165(g)(2)(A) or (B) of the Code), obligation (not including any Tax-Exempt Bond other than an AMT Bond), annuity contract or other investment-type property and any Residential Rental Property.

“Materially Higher Yield” means any Yield that is greater than the Yield permitted to be earned under Section 148 of the Code and Treas. Regs. §§ 1.148-1 through -11, issued under the Code.

“Minor Portion” means an amount of the Proceeds of Governmental Obligations, other than Proceeds invested in a Reasonably Required Reserve or Replacement Fund or Proceeds invested during an Applicable Temporary Period, not in excess of the lesser of (i) 5% of the Proceeds of the Financing Agreement, or (ii) \$100,000.

“No-Arbitrage Certificate” means the “Certificate under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as Amended,” for the Bonds and the Financing Agreement given by the Participant, including certifications given with respect thereto by the Financial Advisor.

“Non-Governmental Entity” means any person or entity, other than a Governmental Entity.

“Nonpurpose Investment” means any Investment Property other than a Purpose Investment.

“Pledged Fund” means any amount pledged, directly or indirectly, to pay principal of or interest on the Financing Agreement and which provides reasonable assurance of such amounts being paid even if the Participant experiences financial difficulties, including amounts subject to a negative pledge.

“Private Activity Bond” means any Governmental Obligation if (i) there is more than 10% Private Use of the Proceeds of the obligations and more than 10% of the principal of or interest on the obligations is secured or to be paid, either directly or indirectly, by any Private User; (ii) more than the lesser of 5% of the Proceeds of the obligations or \$5,000,000 is used to make Private Loans; (iii) there is more than 5% in the aggregate of Unrelated Private Use and Disproportionate Private Use and more than 5% of the principal of or interest on the obligations is secured or to be paid, either directly or indirectly with respect to or from property financed with the Proceeds of the obligations that is used in an Unrelated Private Use or Disproportionate Private Use; all as described in Section 141 of the Code.

“Private Loan” means any loan, directly or indirectly, of any of the Proceeds of an obligation of a Governmental Entity to any Non-Governmental Entity.

“Private Use” means the use of any Proceeds of the Financing Agreement or any facilities financed with such Proceeds by Private Users.

“Private User” means any Non-Governmental Entity, other than a natural person not engaged in a trade or business.

“Purpose Investment” means Investment Property purchased with Gross Proceeds of the Governmental Obligations to carry out the governmental purpose for which the obligations were issued, as provided in Treas. Reg. §1.148-1(b), issued under the Code.

“Qualified 501(c)(3) Bond” means any Qualified Private Activity Bond that satisfies the requirements of Section 145 of the Code.

“Qualified Private Activity Bond” means any Private Activity Bond that satisfies the requirements of Section 141(e) of the Code.

“Reasonably Required Reserve or Replacement Fund” means any fund that is pledged as security for or is available for payment of any Debt Service of any Governmental Obligation and is reasonably required by a lender, a State or other governmental or regulatory authority having jurisdiction over the Governmental Issuer, a national bond rating agency, or an underwriter or financial advisor and that satisfies the limitations of Treas. Reg. §1.148-2(f), issued under the Code.

“Rebate Amount” means the amount determined by the Corporation pursuant to the No-Arbitrage Certificate.

“Rebate Payment” means any payment of the Rebate Amount made to the United States Treasury.

“Redemption Date” means the date on which the last of the principal of and interest on the Financing Agreement has been paid, whether upon maturity, redemption or acceleration thereof.

“Reimbursement Allocation” means a written allocation of the Proceeds of the Financing Agreement intended to reimburse the Participant for Capital Expenditures for the Project that were paid prior to the Closing Date, provided that any such allocation is made no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the Project was placed in service, but in no event later than three (3) years after the payment date. Any written allocation made within thirty (30) days after the Closing Date shall be treated as if made on the Closing Date.

“Reimbursement Resolution” means a declaration of intent, under Treas. Reg. §1.150-2, by the Participant to finance, by issuing debt, Capital Expenditures. For this purpose, the issuance of debt to finance specific facilities shall constitute a Reimbursement Resolution, the date of adoption of which shall be no later than the Closing Date of such debt.

“Related Private Use” means any Private Use that is not Unrelated Private Use.

“Replacement Proceeds” means amounts replaced by Proceeds of the Financing Agreement, including any sinking fund, Pledged Fund, restricted gifts (not including qualified endowment funds, pursuant to Treas. Reg. § 1.148-6(d)(3)(iii)(C)) or reserve or replacement fund, or other funds that would be available, directly or indirectly, to pay debt service on any of the Financing Agreement, within the meaning of Treas. Reg. § 1.148-1(c).

“Research Agreement” means an agreement between the Participant and a Private User under which the Participant or the Private User uses any portion of the Project to carry on research.

“Residential Rental Property” means any residential rental property for family units not located in the jurisdiction of the Governmental Issuer or not acquired to implement a court ordered or approved housing desegregation plan.

“Sale Proceeds” means the Financing Agreement Amount shown on the cover page hereto.

“Service Contract” means a contract between the Participant and a Service Provider under which the Service Provider provides services involving any portion or function of a Governmental Facility financed with Governmental Bonds.

“Service Provider” means any Private User that provides management or other services.

“State” means any state and possession of the United States and the District of Columbia.

“Tax-Exempt Bond” means (i) any Governmental Obligation the interest on which is excludible from gross income for federal income tax purposes, under Sections 103 and 150(a)(6) of the Code, (ii) any Pre-TRA Bond, (iii) certain tax-exempt mutual funds, as provided in Treas. Reg. § 1.150-1(b), issued under the Code, and (iv) any Demand Deposit SLGS.

“Transferred Proceeds” means transferred proceeds as defined in Treas. Reg. §1.148-9.

“Treasury Regulation” and “Treas. Reg.” means any Regulation, Proposed Regulation or Temporary Regulation, as may be applicable, issued by the United States Treasury Department pursuant to the Code or the 1954 Code, as appropriate.

“Unrelated Private Use” means any Private Use that is not related to the Use by a Governmental Entity of Governmental Facilities.

“Yield” means, pursuant to Treas. Regs. §§ 1.148-4 and -5, that discount rate which, when computing the present value of all payments of principal and interest to be paid on an obligation, produces an amount equal to, in the case of the Financing Agreement, the Issue Price and in the case of any Investment Property, the fair market value, as provided in Treas. Reg. § 1.148-5(d).

“Yield Reduction Amount” means the amount determined by the Corporation pursuant to the Tax Regulatory Agreement.

“Yield Reduction Payment” means any payment of the Yield Reduction Amount made to the United States Treasury.

SECTION 1.02. Interpretative Rules. For all purposes of this Tax Compliance Agreement, except as otherwise expressly provided or unless the context otherwise requires (a) “Tax Compliance Agreement” means this instrument, as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof; (b) all references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed; (c) the words “herein,”

“hereof,” “hereunder” and “herewith” and other words of similar import refer to this Tax Compliance Agreement as a whole and not to any particular Article, Section or other subdivision; (d) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular; (e) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; (f) the terms defined elsewhere in this Tax Compliance Agreement shall have the meanings therein prescribed for them; (g) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders; (h) the headings used in this Tax Compliance Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

## ARTICLE II

### COVENANTS AND REPRESENTATIONS OF CORPORATION AND THE PARTICIPANT ACKNOWLEDGEMENTS BY, DIRECTIONS TO AND FROM CORPORATION AND THE PARTICIPANT

SECTION 2.01. Authority and Organization. (a) The Participant represents for the benefit of the Corporation that it is a political subdivision of the Commonwealth of Kentucky with the power, among others, to enter into the Financing Agreement in furtherance of its corporate purposes, including financing the cost of the Project; and

(b) The Corporation represents for the benefit of the Participant that (i) the Corporation is a nonprofit corporation duly organized and validly existing under the laws of the Commonwealth of Kentucky; and (ii) the Corporation has full power and authority granted to it by the Commonwealth of Kentucky to establish a program to enter into fixed rate financing agreements with cities, political subdivisions and public agencies of the Commonwealth of Kentucky.

SECTION 2.02. Use of Proceeds. The Participant represents that:

(a) No Private Use of Proceeds. No more than 10% of the Use of either the Proceeds of the Financing Agreement or the Project may be Private Use if more than 10% of the principal of or interest on the Financing Agreement is secured or to be paid, either directly or indirectly, by any Private User, no more than 5% of the Use of either the Proceeds of the Obligations or the Project may be for an Unrelated Private Use or Disproportionate Private Use and no more than the lesser of 5% of the Proceeds of the Financing Agreement or \$5,000,000 may be used to make Private Loans.

(b) Expectations. The Participant expects to redeem the Prior Obligation no later than 90 days after the Closing Date.

(c) Use of the Project. The Participant will own or lease and operate the Project during the entire term of the Financing Agreement and will not change the use or ownership of any part of a Project during the entire term of the Financing Agreement without consultation of Bond Counsel and the prior written consent of the Corporation.

(d) Investment Limitations. (i) The Participant will restrict the investment of the Proceeds of the Financing Agreement and take such other actions as may be necessary so that the Financing Agreement will not constitute Arbitrage Bonds. Except for an amount equal to the Minor Portion and amounts in Reasonably Required Reserve or Replacement Funds, neither the Gross Proceeds of the Financing Agreement nor any Disposition Proceeds of the Financing Agreement may be invested at a Materially Higher Yield after the expiration of any Applicable Temporary Periods, unless any permitted Yield Reduction Payments are made.

(ii) The Participant should invest the Proceeds of the Financing Agreement separately from its other investments.

(iii) No more than 50% of the Sale Proceeds of the Financing Agreement may be invested in Nonpurpose Investments with a substantially guaranteed Yield for four or more years.

(iv) Either no amount on deposit in all Reasonably Required Reserve or Replacement Funds for the combination of the Financing Agreement and all other financing agreements entered into pursuant to the Program (the “Program Financing Agreements”) on an aggregate basis, should exceed the least of (i) 10% of the stated principal amount of the Program Financing Agreements, if original issue discount does

not exceed 2% times the stated redemption price of the Obligations, or the Issue Price of the Program Financing Agreements, if original issue discount does exceed 2% times the stated redemption price of the Program Financing Agreements, (ii) the maximum annual Debt Service of the Program Financing Agreements, or (iii) 125% of average annual Debt Service of the Program Financing Agreements, or the amount held in all Reasonably Required Reserve or Replacement Funds in excess of the lowest of these limits may not be invested at a Materially Higher Yield or, if the amount so invested satisfies Treas. Reg. § 1.148-5(c)(3)(i)(E), issued under the Code, appropriate Yield Reduction Payments should be timely made.

(v) If at any time, either the Participant determines or is informed that the Yield on the investment of moneys held by itself or any other person must be restricted or limited in order to prevent the Bonds from becoming Arbitrage Bonds, the Participant shall and shall so instruct any holder of the Sale Proceeds or Investment Proceeds of the Financing Agreement to take such action or actions as may be necessary to restrict or limit the yield on such investments as set forth in, and in accordance with, such instruction.

(e) Federal Guarantees. The Gross Proceeds will not be invested in any Investment Property that is Federally-Guaranteed.

SECTION 2.03. Service Contracts. The Participant represents that it will not enter into any Service Contracts or management contracts with respect to the Project without the prior written consent of Bond Counsel and the Corporation.

SECTION 2.04. Research Agreements. The Participant represents that it will not enter into any Research Agreements with respect to the Project without the prior written consent of the Corporation.

SECTION 2.05. Changes in Use or User of Project. The Participant represents that (a) no part of the Project will be sold, otherwise disposed of or leased without the prior written consent of the Corporation; (b) it will not to permit any use of its Project by any person or entity other than itself without the prior written consent of the Corporation; (c) any portion of a Project consisting of personal property may be sold in the ordinary course of an established governmental program if (i) the weighted average maturity of the portion of the Financing Agreement financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual use of such personal property by the Participant, (ii) the Participant expected at the date of the Financing Agreement that the fair market value of the personal property at the time of disposition would not be greater than twenty-five percent (25%) of its cost and (iii), at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

SECTION 2.06. Investments. The Participant will invest the Gross Proceeds of the Financing Agreement and any Disposition Proceeds of the Financing Agreement only under the Investment Agreement unless otherwise authorized in writing by the Corporation.

SECTION 2.07. Records. The Participant represents that proper records and accounts, containing complete and correct entries of all transactions relating to the Financing Agreement, the use of the Gross Proceeds of the Financing Agreement and the expenditures made in connection with the acquisition of the Project, will be maintained. The information described in this Section will be retained for at least six (6) years after the Redemption Date.

SECTION 2.08. Payment of Arbitrage Compliance Amounts. The Participant represents that all actions necessary to comply with the Yield limitations applicable to investments of the Sale Proceeds and Investment Proceeds of the Financing Agreement and the Rebate requirements contained in Section 148(f) of the Code and the Treasury Regulations thereunder will be taken. Immediately upon the request of the Corporation, the Participant will assemble copies of records concerning investments of Gross Proceeds of the Financing Agreement, including any amounts held by any provider of a letter of credit or guarantor under a reimbursement or other similar agreement. In particular, the Participant will provide the Corporation with information that will enable the Corporation to determine if any Rebate Amount is payable. The Participant will pay any Rebate Payment and any Yield Reduction Payment owed with respect to the Gross Proceeds of the Financing Agreement, as determined by the Corporation. The information described in this Section will be retained for at least six (6) years after the Redemption Date.

SECTION 2.09. Information Reporting Requirements. The Participant represents that it will timely execute and file any information reports required under Section 149(e) of the Code (Form 8038-G) or as required by the Corporation.

SECTION 2.10. Compliance with Tax Compliance Agreement. (a) The Participant and the Corporation may, at any time, employ bond counsel, independent certified public accountants, or other qualified experts acceptable to the Corporation to perform any of the requirements imposed upon the Participant by this Tax Compliance Agreement.

(b) The Participant and the Corporation agree, to the extent reasonably possible, to comply with any amendments to the Code or any applicable Regulations, effective retroactively, and the Participant and the Corporation shall take all actions necessary to amend this Tax Compliance Agreement to comply therewith.

(c) Whenever any action or direction is required of the Participant hereunder, such action or direction may, or in the absence of any such action or direction may be made by the Corporation.

SECTION 2.11. Section 265 Designation. (a) The Corporation hereby designates the Financing Agreement as “qualified tax-exempt obligations” for purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Participant certifies that the Financing Agreement will not be at any time “private activity bonds” (as defined in Section 141 of the Code) other than “qualified 501(c)(3) bonds” (as defined in Section 145 of the Code). The Corporation further certifies that, as of the date hereof in the current calendar year, (i) no tax-exempt obligations of any kind other than the Bonds have been issued for the benefit of the Participant, and (ii) not more than \$10,000,000 of obligations of any kind (including the Bonds) benefitting the Participant during the current calendar year will be designated for purposes of Section 265(b)(3) of the Code.

(b) The Participant is not subject to Control by any entity, and there are no entities subject to Control by the Participant.

(c) On the date hereof, the Participant does not reasonably anticipate that for the current calendar year any Section 265 Tax-Exempt Obligations (except for the Financing Agreement) will be issued for its benefit. “Section 265 Tax-Exempt Obligations” are obligations the interest on which is excludible from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds. The Corporation will not issue for the benefit of the Participant or any entity subject to control by the Participant (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Financing Agreement) that exceed the aggregate amount of \$10,000,000 during the current calendar year unless it first obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purpose and within the meaning of Section 265(b)(3) of the Code.

[Signature Page to Follow]

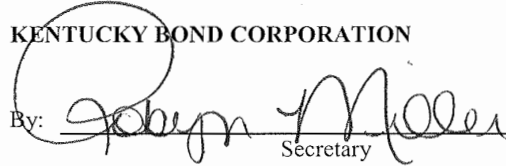


[Signature Page to Tax Compliance Agreement]

IN WITNESS WHEREOF, the Participant and the Corporation have each caused this Tax Compliance Agreement to be executed in its own name and on its behalf by its duly authorized officers, all as of the date set forth on the cover page hereto.

**KENTUCKY BOND CORPORATION**

By: \_\_\_\_\_

  
Secretary

**CITY OF HARRODSBURG, KENTUCKY**

By: \_\_\_\_\_

Mayor

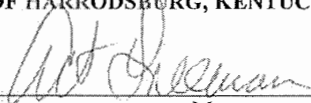
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**KENTUCKY BOND CORPORATION**

By: \_\_\_\_\_  
Secretary

**CITY OF HARRODSBURG, KENTUCKY**

By:  \_\_\_\_\_  
Mayor

## EXHIBIT I

### CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date shown below between the City of Harrodsburg, Kentucky (the "Participant") and Kentucky Bond Corporation, as disclosure agent (the "Disclosure Agent").

#### RECITALS

WHEREAS, the Participant has entered into a Lease (the "Lease") dated the date hereof with respect to which the Corporation issued its Bonds (the "Corporation Bonds") under the Indenture described in the Lease, and offered and sold the Corporation Bonds pursuant to an offering circular containing information regarding the Participant (the "Offering Document"); and

WHEREAS, the Disclosure Agent and the Participant, wish to provide for the disclosure of certain information concerning the Lease and the Corporation Bonds and other matters on an ongoing basis as set forth herein for the benefit of Holders of Corporation Bonds in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule");

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and in the Lease, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the parties hereto agree as follows:

#### Section 1. Definitions; Scope of this Agreement.

(A) All terms capitalized but not otherwise defined herein shall have the meanings assigned to those terms in the Lease, as amended and supplemented from time to time. Any such successor disclosure agent shall automatically succeed to the rights and duties of the Disclosure Agent hereunder, without any amendment hereto. The following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean a copy of the annual audited financial information prepared for the Participant which shall include, if prepared, a balance sheet, a statement of revenue and expenditure and a statement of changes in fund balances. All such financial information shall be prepared using generally accepted accounting principles, provided, however, that the Participant may change the accounting principles used for preparation of such financial information so long as the Participant includes as information provided to the public, a statement to the effect that different accounting principles are being used, stating the reason for such change and how to compare the financial information provided by the differing financial accounting principles.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Corporation Bonds (including persons holding Corporation Bonds through nominees, depositories or other intermediaries).

"Financial Obligation" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either (a) or (b). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Holders of Bonds" shall mean any holder of the Corporation Bonds and any Beneficial Owner thereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Material Event" shall mean, to the extent the Participant obtains knowledge, (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the security; (vii) modifications to rights of security holders, if material; (viii) bond calls, except for mandatory scheduled redemptions not otherwise contingent upon the occurrence of an event; (ix) defeasances; (x) release, substitution or sale of property securing repayment of the securities; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar

event; (xiii) the consummation of a merger, consolidation, or acquisition or the sale of all or substantially all of the assets of the Participant, other than in the ordinary course of business, or entering into or the terminating an agreement relating to any such actions; (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material (xv) incurrence of a Financial Obligation of the Issuer or Obligated Persons, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material; (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties and (xvii) failure (of which the Participant has knowledge) to provide the required Annual Financial Information on or before the date specified herein; provided, that the occurrence of an event described in clauses (i), (iii), (iv), (v), (viii), (ix) and (xi) shall always be deemed to be material. The SEC requires the listing of (i) through (xvii) although some of such events may not be applicable to the Corporation Bonds.

“Operating Data” shall mean an update of the Operating Data contained in the Offering Document, if any.

“Participating Underwriter” shall mean any of the original underwriters of the Corporation Bonds required to comply with the Rule in connection with the offering of the Corporation Bonds.

“Release” shall mean Securities and Exchange Commission Release No. 34-34961.

“SEC” shall mean the Securities and Exchange Commission.

“SID” shall mean the state information depository (“SID”), as such term is used in the Release, if and when a SID is created for the State.

“State” shall mean the Commonwealth of Kentucky.

“Turn Around Period” shall mean (i) five (5) business days, with respect to Annual Financial Information and Operating Data delivered by the Participant to the Disclosure Agent; (ii) two (2) business days with respect to Material Event occurrences disclosed by the Participant to the Disclosure Agent; or (iii) two (2) business days with respect to the failure, on the part of the Participant, to deliver Annual Financial Information and Operating Data to the Disclosure Agent which period commences upon notification by the Participant of such failure, or upon the Disclosure Agent’s actual knowledge of such failure.

(B) This Agreement applies to the Corporation Bonds and the Lease.

(C) The Disclosure Agent shall have no obligation to make disclosure about the Corporation Bonds or the Lease except as expressly provided herein; provided that nothing herein shall limit the duties or obligations of the Disclosure Agent, as Program Administrator, under the Indenture. The fact that the Disclosure Agent or any affiliate thereof may have any fiduciary or banking relationship with the Participant, apart from the relationship created hereby, shall not be construed to mean that the Disclosure Agent has actual knowledge of any event or condition except in its capacity as Program Administrator under the Indenture or except as may be provided by written notice from the Participant.

## Section 2. Disclosure of Information.

(A) General Provisions. This Agreement governs the Participant’s direction to the Disclosure Agent, with respect to information to be made public. In its actions under this Agreement, the Disclosure Agent is acting not as Program Administrator but as the Participant’s agent; provided that the Disclosure Agent shall be entitled to the same protection in so acting under this Agreement as it has in acting as Program Administrator under the Indenture.

(B) Information Provided to the Public. Except to the extent this Agreement is modified or otherwise altered in accordance with Section 3 hereof, the Participant shall make or cause to be made public the information set forth in subsections (1), (2) and (3) below:

(1) Annual Financial Information and Operating Data. Annual Financial Information and Operating Data at least annually not later than 300 days after the end of Participant’s current fiscal year and continuing with each fiscal year thereafter, for which the information is provided, taking into account the Turn Around Period, and,

in addition, all information with respect to the Corporation Bonds required to be disseminated by the Trustee pursuant to the Indenture.

(2) Material Events Notices. Notice of the occurrence of a Material Event.

(3) Failure to Provide Annual Financial Information. Notice of the failure of Participant to provide the Annual Financial Information and Operating Data by the date required herein.

(C) Information Provided by Disclosure Agent to Public.

(1) The Participant directs the Disclosure Agent on its behalf to make public in accordance with subsection (D) of this Section 2 and within the time frame set forth in clause (3) below, and the Disclosure Agent agrees to act as the Participant's agent in so making public, the following:

(a) the Annual Financial Information and Operating Data;

(b) Material Event occurrences;

(c) the notices of failure to provide information which the Participant has agreed to make public pursuant to subsection (B)(3) of this Section 2;

(d) such other information as the Participant shall determine to make public through the Disclosure Agent and shall provide to the Disclosure Agent in the form required by subsection (C)(2) of this Section 2. If the Participant chooses to include any information in any Annual Financial Information report or in any notice of occurrence of a Material Event, in addition to that which is specifically required by this Agreement, the Participant shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information report or notice of occurrence of a Material Event; and

(2) The information which the Participant has agreed to make public shall be in the following form:

(a) as to all notices, reports and financial statements to be provided to the Disclosure Agent as Program Administrator by the Participant, in the form required by the Lease or other applicable document or agreement; and

(b) as to all other notices or reports, in such form as the Disclosure Agent shall deem suitable for the purpose of which such notice or report is given.

(3) The Disclosure Agent shall make public the Annual Financial Information, the Operating Data, the Material Event occurrences and the failure to provide the Annual Financial Information and Operating Data within the applicable Turn Around Period. Notwithstanding the foregoing, Annual Financial Information, Operating Data and Material Events shall be made public on the same day as notice thereof is given to the Holders of Bonds of outstanding Corporation Bonds, if required in the Indenture, and shall not be made public before the date of such notice. If on any such date, information required to be provided by the Participant to the Disclosure Agent has not been provided on a timely basis, the Disclosure Agent shall make such information public as soon thereafter as it is provided to the Disclosure Agent.

(D) Means of Making Information Public.

(1) Information shall be deemed to be made public by the Participant or the Disclosure Agent under this Agreement if it is transmitted as provided in subsection (D)(2) of this Section 2 by the following means:

(a) to the Holders of Bonds of outstanding Corporation Bonds, by the method prescribed by the Indenture;

(b) to the MSRB, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Participant or the Disclosure Agent is

authorized to transmit information to a MSRB by whatever means are mutually acceptable to the Disclosure Agent or the Participant, as applicable, and the MSRB; and/or

(c) to the SEC, by (i) electronic facsimile transmissions confirmed by first class mail, postage prepaid, or (ii) first class mail, postage prepaid; provided that the Participant or the Disclosure Agent is authorized to transmit information to a SEC by whatever means are mutually acceptable to the Disclosure Agent or the Participant, as applicable, and the SEC.

(2) Information shall be transmitted to the following:

(a) all Annual Financial Information and Operating Data shall be made available to the MSRB;

(b) notice of all Material Event occurrences and all notices of the failure to provide Annual Financial Information or Operating Data within the time specified in Section 2(B)(1) hereof shall be made available to the MSRB; and

(c) all information described in clauses (a) and (b) shall be made available to any Holder of Bonds upon request, but need not be transmitted to the Holders of Bonds who do not so request.

(d) to the extent any Annual Financial Information or Operating Data is included in a document filed with the MSRB or the SEC, the Participant shall have been deemed to have provided that information if a statement specifically referencing the filed document is filed with the MSRB as part of the Participant's obligation to file Annual Financial Information and Operating Data pursuant to this Agreement. Additionally, if the referenced document is a final official statement (as that term is defined in Rule 15c2-12(f)(3)), it must be available from the MSRB.

With respect to requests for periodic or occurrence information from Holders of Bonds, the Disclosure Agent may require payment by requesting of holders a reasonable charge for duplication and transmission of the information and for the Disclosure Agent's administrative expenses incurred in providing the information.

Nothing in this Agreement shall be construed to require the Disclosure Agent to interpret or provide an opinion concerning the information made public. If the Disclosure Agent receives a request for an interpretation or opinion, the Disclosure Agent may refer such request to the Participant for response.

(E) Disclosure Agent Compensation. The Participant shall pay or reimburse the Disclosure Agent for its fees and expenses for the Disclosure Agent's services rendered in accordance with this Agreement as provided in the Lease.

(F) Indemnification of Disclosure Agent. The Participant shall indemnify and hold harmless the Disclosure Agent and its respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the Disclosure Agent's performance under this Agreement; provided that the Participant shall not be required to indemnify the Disclosure Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Disclosure Agent in such disclosure of information hereunder. The obligations of the Participant under this Section shall survive resignation or removal of the Disclosure Agent and payment of the Corporation Bonds.

Section 3. Amendment or Waiver. Notwithstanding any other provision of this Agreement, the Participant and the Disclosure Agent may amend this Agreement (and the Disclosure Agent shall agree to any reasonable amendment requested by the Participant) and any provision of this Agreement may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel or counsel expert in federal securities laws acceptable to both the Participant and the Disclosure Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule as well as any change in circumstance.

Section 4. Miscellaneous.

(A) Representations. Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officer of such party whose signature appears on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under its organizational documents and any corporate resolutions now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of the Corporation Bonds.

(B) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State; provided that, to the extent that the SEC, the MSRB or any other federal or state agency or regulatory body with jurisdiction over the Corporation Bonds shall have promulgated any rule or regulation governing the subject matter hereof, this Agreement shall be interpreted and construed in a manner consistent therewith.

(C) Severability. If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(D) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(E) Termination. This Agreement may be terminated by any party to this Agreement upon thirty days' written notice of termination delivered to the other party or parties to this Agreement; provided the termination of this Agreement is not effective until (i) the Participant, or its successor, enters into a new continuing disclosure agreement with a disclosure agent who agrees to continue to provide, to the MSRB and the Holders of Bonds, all information required to be communicated pursuant to the rules promulgated by the SEC or the MSRB, (ii) nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all State and Federal Securities laws and (iii) notice of the termination of this Agreement is provided to the MSRB.

This Agreement shall terminate when all of the Corporation Bonds are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at maturity.

(F) Defaults: Remedies. A party shall be in default of its obligations hereunder if it fails to carry out or perform its obligations hereunder.

If an event of default occurs and continues beyond a period of thirty (30) days following notice of default given in writing to such defaulting party by any other party hereto or by a beneficiary hereof as identified in Section 4(G), the non-defaulting party or any such beneficiary may (and, at the request of the Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Corporation Bonds, the non-defaulting party shall), enforce the obligations of the defaulting party under this Agreement; provided, however, the sole remedy available in any proceeding to enforce this Agreement shall be an action in mandamus, for specific performance or similar remedy to compel performance.

(G) Beneficiaries. This Agreement is entered into by the parties hereof and shall inure solely to the benefit of the Participant, the Trustee, the Disclosure Agent, the Participating Underwriter and Holders of Bonds, and shall create no rights in any other person or entity.

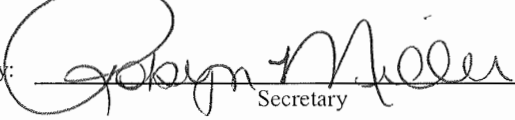
Section 5. Additional Disclosure Obligations. The Participant acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, may apply to the Participant, and that under some circumstances compliance with this Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Participant under such laws.

Section 6. Notices. Notices shall be provided in the manner set forth in the Lease.

IN WITNESS WHEREOF, the Disclosure Agent and the Participant have each caused their duly authorized officers to execute this Agreement, as of the date set forth below.

DATE OF AGREEMENT: November 6, 2019

**KENTUCKY BOND CORPORATION**

By:  Secretary

**CITY OF HARRODSBURG, KENTUCKY**

By: \_\_\_\_\_  
Mayor



IN WITNESS WHEREOF, the Disclosure Agent and the Participant have each caused their duly authorized officers to execute this Agreement, as of the date set forth below.

DATE OF AGREEMENT: November 6, 2019

**KENTUCKY BOND CORPORATION**

By: \_\_\_\_\_  
Secretary

**CITY OF HARRODSBURG, KENTUCKY**

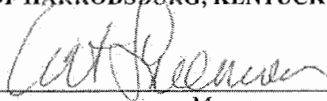
By:  \_\_\_\_\_  
Mayor

EXHIBIT J

AUTOMATED CLEARING HOUSE SERVICE AGREEMENT

This Agreement ("Agreement"), dated as of November 6, 2019, is between The Bank of New York Mellon Trust Company, N.A., as Trustee ("BNY Mellon") and the City of Harrodsburg, Kentucky (the "Participant"). Pursuant to certain services rendered by BNY Mellon on behalf of the Kentucky Bond Corporation for the Kentucky Bond Corporation Financing Program to the Participant, the Participant hereby authorizes BNY Mellon to initiate Automated Clearing House debit entries (the "ACH Entries") to its demand deposit account indicated below (the "Account"), maintained at the depository named below (the "Depository") and the Depository is authorized to debit the amount of each such ACH Entry to the Account and transfer the funds to the credit of The Bank of New York Mellon Trust Company, N.A. in accordance with the Automated Clearing House Operating Rules.

---

DEPOSITORY

NAME: Community Trust Bank BRANCH: Harrodsburg  
CITY: HARRODSBURG STATE: KY ZIP: 40330  
TRANSIT/ABA NO.: 042102694 ACCOUNT NO.: 3000066724

---

1. The parties agree as follows:
2. **NACHA Rules.** In providing services pursuant to this Agreement, BNY Mellon follows the Rules and Guidelines of the National Automated Clearing House Association, as amended from time to time (the "Rules"), except to the extent they are modified by the terms of this Agreement. The Rules are incorporated by reference into this Agreement. The terms that are used in this Agreement shall have the same meaning as they have under the Rules. The Participant and BNY Mellon agree to comply with and be subject to the Rules governing the transactions hereunder. By transmitting an entry BNY Mellon makes certain warranties under the Rules, such as correct account information, and the Participant hereby agrees to make the same warranties to BNY Mellon.
3. **Adjustment of Entries, Returns.** The Participant understands and agrees that any corrections, additions, deletions, or other adjustments to the entries requested by the Participant may be attempted by BNY Mellon but are not assured. The Participant further understands and agrees that BNY Mellon may not be able to adjust or correct any entry after such entry has been presented to the Originating Automated Clearing House serving BNY Mellon. BNY Mellon also reserves the right to terminate ACH transactions if they are returned and/or alter data if BNY Mellon receives a Notice of Change ("NOC") from the receiving financial institution. If an error in the ACH file or an ACH entry is discovered, the Participant may direct BNY Mellon to initiate a reversing entry within the time and in the manner prescribed by the NACHA Rules. The Participant agrees to reimburse BNY Mellon for all costs and expenses incurred by implementing a reversing file or a reversing entry, including all costs associated with the indemnification provisions of the NACHA Rules.

If a debit entry initiated by BNY Mellon is returned or rejected, BNY Mellon does not attempt a second collection or redeposit unless requested by the Participant, but BNY Mellon reserves the right to refuse to honor a second collection or redeposit request. If the designated Account does not have sufficient funds, BNY Mellon reserves the right to suspend any ACH Origination Service. The Participant shall then make any required payments to BNY Mellon via check or wire transfer.

BNY Mellon reserves the right to charge the applicable Account if an item (including but not limited to, an ACH debit) deposited or charged to the applicable Account is dishonored, returned or not paid even if BNY Mellon has not sent the Participant notice of the dishonor, return or nonpayment. BNY Mellon also reserves the right to charge an unpaid item against the applicable Account even if BNY Mellon could have made a claim for reimbursement on the item from the bank on which the item was drawn or from another bank. BNY Mellon may charge an item against the applicable Account even if the charge results in an overdraft.

4. **Limitation of Liability/Indemnity.** The Participant agrees, to the extent permitted by law, to indemnify and hold harmless BNY Mellon from all liabilities, losses, claims or damages, including reasonable attorney's fees, BNY Mellon incurs as a result of (i) the Participant's breach of warranty, (ii) the Participant's failure to perform under this Agreement, or (iii) BNY Mellon's performance under this Agreement except as a result of BNY Mellon's own negligence or willful misconduct. In no event shall BNY Mellon be liable for any indirect, special, incidental, consequential or punitive damages, or attorneys' fees. The Receiving Depository Financial Institution ("RDFI")

warrants the accuracy of any Notifications of Change and Returns pursuant to the NACHA Rules and BNY Mellon is not liable if the RDFI sends incorrect data to BNY Mellon and BNY Mellon acts upon their incorrect data.

5. **Termination.** Either party may terminate this Agreement upon prior written notice to the other party of at least thirty (30) days. This Agreement shall automatically terminate upon termination of the Financing Agreement between the Participant and Kentucky Bond Corporation (as defined in the Kentucky Bond Corporation Financing Program documents dated as of August 1, 2010). Notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all transactions hereunder that occur prior to the date of such termination.
6. **Force Majeure.** Notwithstanding any other provision of this Agreement, BNY Mellon shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, war, civil commotion, governmental actions, fire, explosion, strikes, other industrial disturbances, terrorist attacks, delays by third parties, equipment malfunction, unusually severe weather conditions, or any other cause, event, or circumstance that is beyond its reasonable control.
7. **Notices.** All notices shall be in writing and shall be deemed to have been duly given three days after depositing in the mail, certified mail, return receipt requested, or one day after deposited with an overnight delivery system, addressed, in the case of notice to BNY Mellon, to:

The Bank of New York Mellon Trust Company, N.A.  
614 West Main Street, Suite 2600  
Louisville, KY 40202  
Attn: Susanna N. Patterson

and in the case of Notice to the Participant, to:

City of Harrodsburg, Kentucky  
208 South Main Street  
Harrodsburg, Kentucky 40330

or to such other address as the party to receive notice may provide in writing to the other party in accordance with this Section.

8. **Parties Bound; Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Participant without the prior written consent of BNY Mellon. BNY Mellon may assign this Agreement to any of its affiliates or, with notice to the Participant, to independent third parties.
9. **Governing Law.** The Agreement shall be governed by the laws of the Commonwealth of Kentucky.
10. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements. This Agreement may be amended only in writing executed by the parties hereto.
11. **Customer Information.** BNY Mellon and Participant agree that all information provided by Participant to BNY Mellon or to which BNY Mellon has access in the course of providing the Service under this Agreement to Participant, including but not limited to names, addresses, telephone numbers and account numbers ("Customer Information"), shall remain confidential. BNY Mellon agrees not to use the Customer Information for any purpose other than as required for the performance of BNY Mellon's obligations with regard to the Service, and BNY Mellon agrees not duplicate or incorporate the Customer Information into BNY Mellon's own records or databases other than is necessary to provide the Service. Any dissemination of the Customer Information within BNY Mellon's affiliates and to BNY Mellon's subcontractors shall be on a "need to know" basis for the sole purpose of the performance of the Service.

BNY Mellon agrees to implement appropriate measures designed to ensure the security and confidentiality of Participant's Customer Information, protect against reasonably foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Such measures include, as appropriate, the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards.

[Signature Page to Follow]

[Signature Page to ACH Agreement]

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

**CITY OF HARRODSBURG, KENTUCKY**

By:

Shawonna Jeffman  
City Clerk

**THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

15528032.1

[Signature Page to ACH Agreement]

In witness whereof, the parties hereto have executed this Agreement as of the date first written above.

**CITY OF HARRODSBURG, KENTUCKY**

By: \_\_\_\_\_  
City Clerk

**THE BANK OF NEW YORK MELLON TRUST COMPANY,  
N.A.**

By: *Susanna M. Patterson*

Title: *Vice President*

15528032.1

**EXHIBIT F**

**REQUEST FOR DISBURSEMENT**

Re: Lease Agreement between Kentucky Bond Corporation, as lessor, and City of Harrodsburg, Kentucky, as lessee dated November 6, 2019.

**Requisition Certificate No. 1**

The Lessee hereby requests a disbursement from the Participant Disbursement Account in the amount of ~~\$\$6,309,501.44~~ and hereby certifies, as follows (except that with respect to a disbursement to pay an interest component of Lease Rental Payments during construction of a Project, only the document described in (a) below will be required):

(a) Attached is a statement of the amount and nature of each item of the Costs of the Project to be paid and the name and address of the payee, with the payee's statement and, if reimbursement to the Lessee of amounts previously paid is requested, evidence of such payment;

(b) each item for which payment or reimbursement is requested is or was necessary in connection with the Costs of the Project and none of such items formed the basis for any previous payment from the Participant Disbursement Account;


(c) each contractor, subcontractor and materialman has filed with the Lessee receipts or waivers of liens for all amounts previously certified for payment, or any amount previously certified for reimbursement to the Lessee, or there is on file with the Lessee a cancelled check endorsed by the contractor, subcontractor or materialman evidencing such payment;

(d) all of the warranties and representations of the Lessee contained in the Lease are true and correct as of the date of such disbursement, as though such warranties and representations were made on such date, no Event of Default has occurred under the Lease, the right of the Lessee to control the acquisition, construction and installation of the Project has not otherwise been terminated pursuant to the Lease, and that amounts on deposit in the Participant Disbursement Account will be sufficient to complete the Project in accordance with the approved plans and specifications;

Executed this 6<sup>th</sup> of November, 2019.

**CITY OF HARRODSBURG, KENTUCKY, Lessee**

By:

  
Authorized Lessee Representative

ADMIPC01 10/16/19  
 ADPS INQUIRY CODE PC 07:21:23  
 OPR ID V20008 COMMUNITY PROGRAM PAYOFF BALANCE BY LOAN

CASE NUMBER 20 084 0616001837 NAME HARRODSBURG,  
 FUND CODE 9220 PAYOFF DATE 11/13/19 TYPE ASSOC CODE 5  
 LOAN NUMBER 06 DATE OF LOAN 10/29/04 BOND CODE 2  
 SUSPEND CODE 0 DATE LAST PAYMENT 06/01/19  
 INTEREST RATE 4.5000 DATE LAST NONCASH CR 00/00/00  
 FLAG

	-----LOAN-----	---ADVANCE---	-----TOTAL-----
AMOUNT	235,000.00		235,000.00
DAILY ACCRUAL	23.3014		23.3014
UNPAID PRINCIPAL	189,000.00		189,000.00
UNPAID INTEREST	3,833.17		3,833.17
PAYOFF AMOUNT	192,833.17		192,833.17

SCREEN CDE: PC SELECTION ID: 20 084 0616001837 LOAN: 06 ACCRUAL DTE: 111319  
 PRESS SHFT & F10 FOR FUNCTION KEY HELP (ALT & PF22 ON ADM OR CTRL & F2 ON GRD)

ADMIPC01 10/16/19  
 ADPS INQUIRY CODE PC 07:19:21  
 OPR ID V20008 COMMUNITY PROGRAM PAYOFF BALANCE BY LOAN

CASE NUMBER 20 084 0616001837 NAME HARRODSBURG,  
 FUND CODE 9120 PAYOFF DATE 11/13/19 TYPE ASSOC CODE 5  
 LOAN NUMBER 08 DATE OF LOAN 07/15/05 BOND CODE 2  
 SUSPEND CODE 0 DATE LAST PAYMENT 06/01/19  
 INTEREST RATE 4.1250 DATE LAST NONCASH CR 00/00/00  
 FLAG

	-----LOAN-----	---ADVANCE---	-----TOTAL-----
AMOUNT	2,500,000.00		2,500,000.00
DAILY ACCRUAL	232.1301		232.1301
UNPAID PRINCIPAL	2,054,000.00		2,054,000.00
UNPAID INTEREST	38,185.54		38,185.54
PAYOFF AMOUNT	2,092,185.54		2,092,185.54

SCREEN CDE: PC SELECTION ID: 20 084 0616001837 LOAN: 08 ACCRUAL DTE: 111319  
 PRESS SHFT & F10 FOR FUNCTION KEY HELP (ALT & PF22 ON ADM OR CTRL & F2 ON GRD)



ADMIPC01 10/16/19  
 ADPS INQUIRY CODE PC 07:21:02  
 OPR ID V20008 COMMUNITY PROGRAM PAYOFF BALANCE BY LOAN

CASE NUMBER 20 084 0616001837 NAME HARRODSBURG,  
 FUND CODE 9220 PAYOFF DATE 11/13/19 TYPE ASSOC CODE 5  
 LOAN NUMBER 02 DATE OF LOAN 10/29/04 BOND CODE 2  
 SUSPEND CODE 0 DATE LAST PAYMENT 06/01/19  
 INTEREST RATE 4.5000 DATE LAST NONCASH CR 00/00/00

	FLAG	LOAN	ADVANCE	TOTAL
AMOUNT		900,000.00		900,000.00
DAILY ACCRUAL		89.0137		89.0137
UNPAID PRINCIPAL		722,000.00		722,000.00
UNPAID INTEREST		14,642.83		14,642.83
PAYOFF AMOUNT		736,642.83		736,642.83

SCREEN CDE: PC SELECTION ID: 20 084 0616001837 LOAN: 02 ACCRUAL DTE: 111319  
 PRESS SHFT & F10 FOR FUNCTION KEY HELP (ALT & PF22 ON ADM OR CTRL & F2 ON GRD)



November 6, 2019

The Bank of New York Mellon Trust Company, N.A., Trustee  
Corporate Trust Services  
614 West Main Street, Suite 2600  
Louisville, Kentucky 40202  
Kentucky Bond Corporation  
100 East Vine Street, Suite 800  
Lexington,, Kentucky 40507-3500

Re: Lease Agreement between Kentucky Bond Corporation, as lessor, and City of Harrodsburg, Kentucky, as lessee

Ladies and Gentlemen:

We have acted as counsel to the lessee identified above (the "Lessee") in connection with the authorization, execution, and delivery by the Lessee of the Lease Agreement identified above, (the "Lease"), between the Lessee and Kentucky Bond Corporation (the "Lessor"). We have reviewed (i) the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), (ii) certain proceedings taken by the Governing Body of the Lessee, (iii) an executed copy of the Lease, and (iv) such other information and documents as we have deemed necessary or appropriate in order to render this opinion.

Based on the foregoing, we are of the opinion that:

1. The Lessee is a body politic and corporate, validly organized and existing in good standing under the laws of the Commonwealth and has full power and authority to enter into and to perform its obligations under the Lease.

2. The Lease has been duly authorized, executed and delivered by the Lessee and (assuming the due authorization, execution and delivery thereof by the other parties thereto) constitute legal, valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

3. All consents, approvals or authorizations of any governmental entity and all filings and notices required on the part of the Lessee in connection with the authorization, execution and delivery of the Lease and the consummation of the transactions contemplated thereby have been obtained and are in full force and effect.

4. Neither the execution and delivery of the Lease nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Lease conflict with or constitute a violation of any provision of any law or regulation applicable to the Lessee or, to the best of our knowledge after reasonable investigation, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound.

5. To the best of our knowledge, after reasonable investigation, there is no action, suit, proceeding or governmental investigation at law or in equity before or by any court, public board or body, pending of which the Lessee has been served with a summons, summons and complaint or other notice of commencement, or threatened against or affecting the Lessee, challenging the validity of the Lease or contesting the power and authority of the Lessee to execute and deliver the Lease or to consummate the transactions contemplated by the Lease.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Marie Curran", written in a cursive style.

RESOLUTION NO. 2019-09-09(2)

A RESOLUTION APPROVING A LEASE FOR THE FINANCING OF A PROJECT;  
PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; AND  
AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO  
SUCH LEASE

WHEREAS, the governing body of the City of Harrodsburg, Kentucky (the "Lessee") has the power, pursuant to Section 65.940 et seq. of the Kentucky Revised Statutes to enter into lease agreements with or without the option to purchase in order to provide for the use of the property for public purposes;

WHEREAS, the governing body of the Lessee (the "Governing Body") has previously determined, and hereby further determines, that the Lessee is in need of the Project, as defined in the Lease hereinafter described; and

WHEREAS, the Governing Body has determined and hereby determines that it is in the best interests of the Lessee that the Lessee and the Kentucky Bond Corporation (the "Lessor") enter into a Lease Agreement (the "Lease") for the leasing by the Lessee from the Lessor of the Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF HARRODSBURG, KENTUCKY, AS FOLLOWS:

Section 1. Recitals and Authorization. The Lessee hereby approves the Lease Agreement (the "Lease"), in substantially the form presented to this Governing Body. The recitals to this Resolution are incorporated herein as if set forth in this Section in their entirety and are hereby found and determined to be true and correct. It is further found and determined that the Project identified in the Lease is public property to be used for public purposes, that it is necessary and desirable and in the best interests of the Lessee to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease and all representations, certifications and other matters contained in the closing memorandum with respect to the Lease, or as may be required by the Lessor prior to delivery of the Lease, are hereby approved, ratified and confirmed. The Mayor and City Clerk of the Lessee are hereby authorized to execute the Lease, together with such other agreements or certifications which may be necessary to accomplish the transaction contemplated by the Lease.

Section 3. Severability. If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Open Meetings Law. This Governing Body hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Governing Body, and that all deliberations of this Governing Body and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed and the provisions of this Resolution shall prevail and be given effect.

Section 6. Effective Date. This Resolution shall take effect from and after its passage and publication of a summary thereof, as provided by law.

INTRODUCED, SECONDED AND ADOPTED, at a duly convened meeting of the Governing Body, held on 9-9-19, 2019, after first reading held on Sept 9, 2019, signed by the Mayor of the Lessee, attested by the City Clerk, filed and indexed as provided by law.

By:   
Mayor

Attest:

By:   
City Clerk

**SUMMARY OF RESOLUTION**

At a meeting held on 09-09-2019, the governing body of the City of Harrodsburg, Kentucky adopted the following resolution:

A RESOLUTION APPROVING A LEASE FOR THE FINANCING OF A PROJECT;  
PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE; AND  
AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO  
SUCH LEASE

A complete copy of the resolution may be reviewed at the office of the City of Harrodsburg, Kentucky.

By: Shavonn Hiffman

City Clerk

The undersigned, an attorney licensed to practice law in the Commonwealth of Kentucky, hereby certifies that the foregoing is a true and accurate summary of a Resolution that has been prepared by an attorney licensed to practice law in the Commonwealth of Kentucky.

/s/ Daniel D. Briscoe, Jr.  
Dinsmore & Shohl LLP  
Louisville, Kentucky

**RESOLUTION NO. 2019-09-09**

**A RESOLUTION OF THE CITY OF HARRODSBURG, KENTUCKY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF HARRODSBURG, KENTUCKY AND OTHER PARTIES THERETO REGARDING THE KENTUCKY BOND CORPORATION**

WHEREAS, public agencies in the State have experienced and are continuing to experience difficulty in economically funding or financing various governmental purposes at reasonable costs;

WHEREAS, public agencies will enter into or have heretofore entered into an Interlocal Cooperation Agreement dated as of May 1, 2010 attached hereto as Exhibit A (the "Agreement"), as authorized under Sections 65.210 through Section 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Cooperation Act"), which authorizes public agencies to cooperate and act jointly in exercising any and all powers, privileges and authority capable of exercise by such public agencies in their respective individual capacities; and

WHEREAS, in order to provide a vehicle for economically funding or financing various governmental purposes of public agencies in the Commonwealth of Kentucky, the Kentucky League of Cities Interlocal Finance Program (the "Program") has been established under the Agreement and under the Program the Kentucky Bond Corporation (the "Corporation") has been established;

WHEREAS, the Program will benefit the public health, safety and general welfare of the citizens of the City of Harrodsburg, Kentucky (the "Public Agency"); and

WHEREAS, in order for the Public Agency to participate in the Program, it must enter into the Agreement, as prescribed by Section 65.250 of the Kentucky Revised Statutes, which provided for the creation of the Program;

NOW, THEREFORE, be it resolved by the governing body of the City of Harrodsburg, Kentucky, as follows:

Section 1. Purpose. The Public Agency hereby finds, determines and declares that all statements of fact set forth in the preambles to this Resolution are true and correct in all respects, and such preambles are incorporated into the body of this Resolution by reference as if set forth at length herein. The Public Agency further finds, determines and declares that the entering into or issuance by the Corporation of obligations described in the Agreement will be in the best interest of the Public Agency and is in the furtherance of the public purposes and functions of the Public Agency and in the public interest.

Section 2. Approval of Interlocal Cooperation Agreement. The Agreement among this Public Agency and the other public agencies that will enter into or have entered into the Agreement is hereby specifically approved in the form attached hereto as Exhibit A, recognizing that such Agreement has been approved by the Attorney General of Kentucky as required by Section 65.260 of the Kentucky Revised Statutes.

Section 3. Repeal of Conflicting Actions. All resolutions, resolutions, orders or other legislative or administrative actions or parts thereof of this governing body in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 4. Effective Date of Resolution. This Resolution shall become effective immediately upon the date of its passage.

ENACTED AND ADOPTED at a duly convened meeting of the governing body of the City of Harrodsburg, Kentucky this 9<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Mayor

Attest:

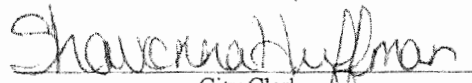
  
\_\_\_\_\_  
City Clerk



**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Harrodsburg, Kentucky and as such City Clerk, I further certify that the foregoing is a true, correct and complete copy of a Resolution as appears to me in the official records of the City of Harrodsburg, Kentucky, duly adopted by said governing body at a duly convened meeting held on the date set forth therein, signed by the Mayor, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Resolution was in compliance with the requirements of Kentucky law, all as appears from the official records of said governing body in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this 9<sup>th</sup> day of September, 2019.

  
City Clerk

**INDEX TO CLOSING DOCUMENTS**

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**2020 MASTER INSTALLMENT PURCHASE AGREEMENT  
FINANCING THE PURCHASE AND INSTALLATION OF AMI WATER METERS  
ISSUED BY THE CITY OF HARRODSBURG TO  
HOLMAN CAPITAL CORPORATION**

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Loan Documents:

- Tab A: 2020 Master Installment Purchase Agreement, together with:  
a. Exhibit A—Description of 2020 Project to Payment Schedule No. 1;  
b. Exhibit B—Payment Schedule No. 1;
- Tab B: Minutes of April 27, 2020 City Commission meeting;
- Tab C: Exhibit 1 to Payment Schedule No. 1 – General Certificate of the City;
- Tab D: Exhibit 2 to Payment Schedule No. 1 – Tax Agreement and Arbitrage Certificate;
- Tab E: Exhibit 3 to Payment Schedule No. 1 – Opinion of Issuer’s Counsel;
- Tab F: Exhibit 4 to Payment Schedule No. 1 – Form 8038-G;
- Tab G: Exhibit 5 to Payment Schedule No. 1 – Bank Qualified Certificate;
- Tab H: Exhibit 6 to Payment Schedule No. 1 – Closing Memorandum;
- Tab I: Exhibit 7 to Payment Schedule No. 1 – Insurance Certificate;
- Tab J: Exhibit 8 to Payment Schedule No. 1 – Escrow Agreement, together with related exhibits

Assignment Documents (Lessor and Investor Only):

- Tab K: Assignment Agreement with Schedule A thereto.



**HOLMAN CAPITAL CORPORATION**

**TAB A:**

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**2020 MASTER INSTALLMENT PURCHASE AGREEMENT**

between

**CITY OF HARRODSBURG**

and

**HOLMAN CAPITAL CORPORATION**

Dated April 29, 2020

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TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1.	Definitions.....	A-4
Section 1.2.	Benefits of Master Installment Purchase Agreement Limited to Parties.....	A-7
Section 1.3.	Successor Is Deemed Included in all References to Predecessor.....	A-7
Section 1.4.	Waiver of Personal Liability.....	A-7
Section 1.5.	Article and Section Headings, Gender and References.....	A-7
Section 1.6.	Partial Invalidity.....	A-8
Section 1.7.	Kentucky Law.....	A-8
Section 1.8.	Notices.....	A-8
Section 1.9.	Execution in Counterparts.....	A-8

ARTICLE II

REPRESENTATIONS OF THE CITY AND THE CORPORATION

Section 2.1.	Representations by the City.....	A-8
Section 2.2.	Representations by the Corporation.....	A-9

ARTICLE III

ACQUISITION OF THE 2020 PROJECT; PURCHASE OF THE 2020 PROJECT; INSTALLMENT PAYMENTS

Section 3.1	Acquisition of the 2020 Project.....	A-10
Section 3.2	Purchase of the 2020 Project.....	A-11
Section 3.3	Purchase Price.....	A-11
Section 3.4	Installment Payments.....	A-11
Section 3.5	Obligation to Pay.....	A-11
Section 3.6	Net Contract.....	A-12
Section 3.7	Late Payments.....	A-12

ARTICLE IV

PREPAYMENT OF INSTALLMENT PAYMENTS

Section 4.1	Prepayment.....	A-12
Section 4.2	Notice of Prepayment.....	A-13

ARTICLE V

DISCHARGE OF OBLIGATIONS

Section 5.1	Discharge of Obligations.....	A-13
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ARTICLE VI

SECURITY

Section 6.1.	Pledge of Net Water Revenues.....	A-13
Section 6.2.	Additional Debt.....	A-13

H. The installment payments under this Payment Schedule No. 1 shall be made for the 2020 Project is as follows:

Payment No.	Date	Payment Amount	Interest Portion	Principal Portion	Concluding Payment
0	4/29/2020				
1	10/29/2020	\$ 124,954.35	\$ 24,899.19	\$ 100,055.16	\$ 1,499,828.86
2	4/29/2021	\$ 124,954.35	\$ 23,298.31	\$ 101,656.04	\$ 1,395,123.13
3	10/29/2021	\$ 124,954.35	\$ 21,671.82	\$ 103,282.53	\$ 1,288,742.13
4	4/29/2022	\$ 124,954.35	\$ 20,019.30	\$ 104,935.05	\$ 1,180,659.03
5	10/29/2022	\$ 124,954.35	\$ 18,340.33	\$ 106,614.02	\$ 1,070,846.59
6	4/29/2023	\$ 124,954.35	\$ 16,634.51	\$ 108,319.84	\$ 959,277.15
7	10/29/2023	\$ 124,954.35	\$ 14,901.39	\$ 110,052.96	\$ 845,922.60
8	4/29/2024	\$ 124,954.35	\$ 13,140.55	\$ 111,813.80	\$ 730,754.39
9	10/29/2024	\$ 124,954.35	\$ 11,351.52	\$ 113,602.83	\$ 613,743.47
10	4/29/2025	\$ 124,954.35	\$ 9,533.88	\$ 115,420.47	\$ 494,860.39
11	10/29/2025	\$ 124,954.35	\$ 7,687.15	\$ 117,267.20	\$ 374,075.17
12	4/29/2026	\$ 124,954.35	\$ 5,810.88	\$ 119,143.47	\$ 251,357.40
13	10/29/2026	\$ 124,954.35	\$ 3,904.58	\$ 121,049.77	\$ 126,676.14
14	4/29/2027	\$ 124,954.35	\$ 1,967.81	\$ 122,986.54	\$ -
<b>Grand Totals</b>		<b>\$ 1,749,360.90</b>	<b>\$ 193,161.22</b>	<b>\$ 1,556,199.68</b>	<b>\$ -</b>

J. This Payment Schedule No. 1, together with the terms and conditions of that Master Installment Finance Agreement referenced above and incorporated herein by reference, constitutes a separate instrument and contract of finance for the 2020 Project, which is severable from any and all other and subsequently financed Payment Schedules under said Master Installment Financing Agreement.

ARTICLE VII  
COVENANTS OF THE CITY

Section 7.1.	Compliance with Installment Purchase Agreement .....	A-14
Section 7.2.	Compliance with Law and Contracts; Preservation of Rights .....	A-15
Section 7.3.	Against Sale of Other Disposition of Property .....	A-15
Section 7.4.	Operation and Maintenance of the Water System .....	A-15
Section 7.5.	Payment of Claims .....	A-15
Section 7.6.	Insurance; Application of Net Proceeds .....	A-15
Section 7.7.	Eminent Domain Proceeds .....	A-16
Section 7.8.	Rates, Fees, and Charges .....	A-17
Section 7.9.	Protection of Security and Rights of the Corporation .....	A-17
Section 7.10.	Tax Covenant .....	A-17
Section 7.11.	Indemnification of the Corporation.....	A-18
Section 7.12.	Additional Information .....	A-19
Section 7.13.	Further Assurances .....	A-19
Section 7. 14.	Opinion of City's Attorney.....	A-19

ARTICLE VIII  
EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

Section 8.1.	Events of Default and Remedies .....	A-20
Section 8.2.	Application of Funds Upon Acceleration .....	A-21
Section 8.3.	Other Remedies of the Corporation .....	A-21
Section 8.4.	Non-Waiver.....	A-21
Section 8.5.	Remedies Not Exclusive .....	A-22

ARTICLE IX  
ASSIGNMENT; AMENDMENTS

Section 9.1.	Assignment .....	A-22
Section 9.2.	Amendments Permitted .....	A-23
Exhibit A	Description of Project .....	A-25
Exhibit B	Payment Schedule .....	A-26
Tab B.	Minutes of April 27, 2020 City Commission meeting .....	B-1
Tab C.	General Certificate of the City .....	C-1
Tab D.	Tax Agreement and Arbitrage Certificate .....	D-1
Tab E.	Opinion of Issuer's Counsel .....	E-1
Tab F.	Form 8038-G .....	F-1
Tab G.	Bank Qualified Certificate .....	G-1
Tab H.	Closing Memorandum .....	H-1
Tab I.	Insurance Certificate.....	I-1
Tab J.	Escrow Agreement, together with related exhibits.....	J-1

## MASTER INSTALLMENT PURCHASE AGREEMENT

This MASTER INSTALLMENT PURCHASE AGREEMENT, dated April 29, 2020, between the CITY OF HARRODSBURG, a city organized under the laws of the Commonwealth of Kentucky (the "City"), and HOLMAN CAPITAL CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), (each individually a "Party" and collectively the "Parties"). There are no other parties to this Master Installment Purchase Agreement.

### WITNESSETH:

WHEREAS, the City owns and operates water distribution system and related property and facilities necessary to provide domestic water service to residents and businesses within the City (the "Water System");

WHEREAS, the City has determined over the coming months to undertake the replacement of its existing water meters with the acquisition and installation of new advanced metering infrastructure (AMI) water meters, and related improvements, as described in Exhibit A hereto, which is incorporated herein by this reference (collectively, the "2020 Project"), as is more particularly described in and financed by Payment Schedule No. 01 to be issued under this Master Installment Purchase Agreement, as described in Section 3.1(b), below, and in the form set forth in Exhibit B;

WHEREAS, the City and the Corporation are entering into this Master Installment Purchase Agreement, pursuant to which the Corporation will finance the acquisition of the 2020 Project and sell it to the City upon the terms and conditions set forth herein and in Payment Schedule No. 1 and accompanying documents.

WHEREAS, the City and the Corporation have duly authorized the execution of this Master Installment Purchase Agreement;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Master Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Master Installment Purchase Agreement;

NOW, THEREFORE, in consideration of these promises and of the mutual agreements and covenants contained herein and for other valuable consideration, the Parties hereto do hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY**

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

Accountant's Report means a report signed by an Independent Certified Public Accountant.

Assignee means any assignee of the Corporation's interests under a Payment Schedule, and its successors and assigns. For Payment Schedule No. 1, the initial assignee shall be Signature Public Funding Corp.

Assignment Agreement means the Assignment Agreement issued in connection each Payment Schedule, between the Corporation and the Assignee designated in each such agreement.

Corporation means Holman Capital Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware.

City means the City of Harrodsburg, a city organized under the laws of the Commonwealth of Kentucky, which is a body corporate and politic and a political subdivision duly existing under and by virtue of the laws of the Commonwealth of Kentucky.

Commission Action means the action taken by the City's City Commission on April 27, 2020 which authorized the Mayor to sign this Master Installment Purchase Agreement and related payment schedule, subject to approval by the City's attorney.

Effective Interest Rate means the rate of interest per annum specified in Exhibit B.

Engineer's Report means a report signed by an Independent Engineer.

Escrow Agent means the bank identified as escrow agent under any particular Escrow Agreement. For Payment Schedule No. 1, Signature Bank shall serve as escrow agent in that Escrow Agreement

Escrow Agreement means the Escrow Deposit Agreement, if any, issued in connection a Payment Schedule, between the City, the Corporation and the Escrow Agent.

Escrow Fund means the fund by that name established pursuant to any Escrow Agreement.

Event of Default means an event described in Section 8.1.

Fiscal Year means the period beginning on July 1 of each year and ending on June 30 of each year, or any other twelve-month period selected and designated as the official Fiscal Year of the City.

Funding Date means the date specified in each Payment Schedule for the funding of the components of the 2020 Project or other Project specified in that particular Payment Schedule.

Independent Certified Public Accountant means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State of California, appointed and paid by the City, and who, or each of whom:

- (1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and
- (3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.



Independent Engineer means a registered engineer or firm of registered engineers generally recognized to be well-qualified in engineering matters relating to water systems, appointed and paid by the City, and who:

- (1) is in fact independent and not under the domination of the City or any member thereof;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the City; and
- (3) is not connected with the City as an officer or employee of the City or any member thereof, but who may be regularly retained to make reports to the City.

Installment Payment Dates mean the dates specified in each Payment Schedule for the payment of the Installment Payments.

Installment Payments means the installment payments of interest and principal scheduled to be paid by the City under and pursuant to each particular Payment Schedule.

Master Installment Purchase Agreement means this Master Installment Purchase Agreement dated April 29, 2020, between the City and the Corporation, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Mayor means the duly elected Mayor of the City, or any other person designated by the Mayor to act on the Mayor's behalf.

Net Proceeds means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

Net Water Revenues means, for any Fiscal Year, Water Revenues less Operation and Maintenance Costs.

Operation and Maintenance Costs means all expenses and costs of management, operation, maintenance and repair of the Water System and all incidental costs, fees and expenses properly chargeable to the Water System (but excluding debt service or other similar payments on Parity Debt or other obligations and depreciation and obsolescence charges or reserves therefor and amortization of intangibles and inter-fund transfers or other bookkeeping entries of a similar nature).

Parity Debt means the payments made pursuant to any other indebtedness or other obligations (including leases and installment sale agreements), currently outstanding or hereafter issued or incurred, which are payable from and secured by a pledge of and lien on Net Water Revenues equally and ratably with the Installment Payments.

Payment Schedule means the agreed upon schedule, in the form attached hereto as Exhibit B, which sets forth the terms on which the City will purchase and acquire certain specified components of the 2020 Project from the Corporation.

Purchase Price means the principal amount plus interest thereon owed by the City to the Corporation under the terms of each Payment Schedule.

Project means any project to be acquired by the City and financed by the Corporation as evidenced by the execution of a related Payment Schedule. Solely for purposes of Payment Schedule No. 1, the 2020 Project is a Project financed thereunder.

Project Proceeds means that amount financed by the Corporation under any particular Payment Schedule for the acquisition and financing of a related Project. Solely for purposes of Payment Schedule No. 1, the 2020 Project Proceeds is equal to \$1,556,199.68, which is the amount of the 2020 Project financed by Payment Schedule No. 1.

Water Revenues means all gross income and revenue received by the City from the ownership and operation of the Water System, including, without limiting the generality of the foregoing,

- (1) all income, rents, rates, fees, charges or other moneys derived from the Municipal Waterworks & Sewer System;
- (2) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent the use of such earnings and income is allowed under applicable law; and
- (3) the proceeds derived by the City directly or indirectly from the sale, lease or other disposition of a part of the Water System; but
- (4) excluding customers' deposits or any other deposits subject to refund until such deposits have become the property of the City.

Water Service means the water furnished, made available, or provided by the Water System.

Water System means the whole and each and every part of the water supply, treatment, and delivery system owned and operated by the City, including all additions, betterments, extensions and improvements to the Water System or any part thereof hereafter acquired or constructed.

Section 1.2. Benefits of Master Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City or the Corporation any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the City or the Corporation shall be for the sole and exclusive benefit of the other Parties.

Section 1.3. Successor Is Deemed Included in all References to Predecessor. Whenever either the City or the Corporation is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Corporation shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 1.4. Waiver of Personal Liability. No director, officer or employee of the City shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the City from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 1.5. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for

convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Master Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 1.6. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The City and the Corporation hereby declare that they would have executed this Master Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 1.7. Kentucky Law. This Master Installment Purchase Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Kentucky.

Section 1.8. Notices. All written notices to be given hereunder shall be given by mail to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely:

If to the City:                   City of Harrodsburg  
  208 South Main St.  
  Harrodsburg, KY 40330  
  Attention: Mayor

If to the Corporation:       Holman Capital Corporation  
  25201 Paseo de Alicia, Suite 290  
  Laguna Hills, CA 92653  
  Attention: Lance S. Holman

If to the Assignee:           Signature Public Funding Corp.  
  Attention: Senior Managing Director  
  600 Washington Avenue  
  Suite 305  
  Towson, MD 21204

Section 1.9. Execution in Counterparts. This Master Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**ARTICLE II  
REPRESENTATIONS BY THE CITY AND THE CORPORATION**

Section 2.1. Representations by the City. The City makes the following representations:

- (a) The City is a duly organized city, existing under and pursuant to the laws of the Commonwealth of Kentucky, and is a political subdivision and body corporate and politic of the Commonwealth of Kentucky;
- (b) The City has full legal right, power and authority to enter into this Master Installment Purchase Agreement and to carry out its obligations hereunder;
- (c) With the exception of the pledge of the Net Water Revenues hereunder and any pledge made with respect to Parity Debt, the Net Water Revenues have not otherwise been pledged and there are no other liens against the Net Water Revenues that are not subordinated to the pledge of Net Water Revenues;
- (d) The City is not currently, and has not been at any time, in default under any long-term debt obligations with a term longer than one year;
- (e) The City's audited financial statements for the period ended June 30, 2019, present fairly the financial condition of the City and the Water System as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Assignee, there has been no change in the financial condition of the City or the Water System since June 30, 2019, that will in the reasonable opinion of the City materially impair its ability to perform its obligations under this Installment Purchase Agreement. All information provided by the City to the Assignee with respect to the financial performance of the Water System is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.
- (f) As currently conducted, the City's activities with respect to the Water System are in all material respects, to the City's best knowledge, in compliance with all applicable laws, administrative regulations of the Commonwealth of Kentucky and of the United States and any agency or instrumentality of either, and any judgment or decree to which the City is subject; and
- (g) By proper action, the City has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

Section 2.2. Representations by the Corporation. The Corporation makes the following representations and warranties:

- (a) The Corporation is a corporation duly organized and existing under the laws of the State of Delaware.
- (b) The Corporation has full legal right, power and authority to enter into this Master Installment Purchase Agreement and to carry out its obligations hereunder.

- (c) By proper action, the Corporation has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

### ARTICLE III

#### ACQUISITION OF THE 2020 PROJECT; PURCHASE OF THE 2020 PROJECT; INSTALLMENT PAYMENTS

Section 3.1. Acquisition of the 2020 Project. (a) Funding. To fund the acquisition of the 2020 Project and associated financing costs, the Corporation hereby agrees to cause to be deposited or paid, in accordance with the terms of Payment Schedule No. 1, the following amounts:

(a) Project Cost: \$1,556,199.68 (the 2020 Project Proceeds) to be deposited as directed by Exhibit 6 to Payment Schedule No. 1 into the applicable Escrow Fund for the costs of issuance, as specified in subparagraph (b), and acquisition costs associated with the 2020 Project, and to be paid as specified in Payment Schedule No. 1 issued in accordance with the terms of this Master Installment Purchase Agreement, and

(b) Costs of Issuance: Such amounts to be deposited as directed in Payment Schedules in the applicable Escrow Fund to pay costs associated with the delivery of this Master Installment Purchase Agreement and any particular Payment Schedule.

(b) Acquisition Process. The Corporation hereby agrees to permit the components of a particular Project to be acquired by the City as its agent through the issuance of Payment Schedules. The City shall enter into contracts and provide for, as agent for the Corporation, the complete acquisition of a particular Project through Payment Schedules to be issued in accordance with this Section 3.1(b). For each Payment Schedule, the City shall notify the Corporation of the need to acquire specified components of the 2020 Project and the cost of such components that will be financed under that Payment Schedule. The Corporation shall thereafter respond to the City with the proposed financing terms under that proposed Payment Schedule, including the interest rate, the term of the repayment period and the proposed amortization of the Installment Payments to be made under that Payment Schedule. If the City agrees with those proposed terms, the Corporation will prepare the Payment Schedule, in the form attached hereto as Exhibit B and the related transaction documents attached to said Exhibit B. If the City does not agree to the terms proposed by the Corporation, the parties shall meet and confer in an attempt to reach mutually agreeable terms. If the parties cannot agree to terms, then the City will have no further obligation under this Master Installment Purchase Agreement and may terminate this Agreement; provided, however, that such termination will have no effect on any Payment Schedule that was previously issued and the City shall remain fully liable for the payments under such previous Payment Schedules in accordance with their terms. The City hereby agrees that it will cause the acquisition of the 2020 Project (and any subsequent Project) to be diligently performed, and that it will use its best efforts to cause the acquisition of the 2020 Project (and any subsequent Project) to be completed within three years from the date of execution of each Payment Schedule, unforeseeable events or delays beyond the reasonable control of the City excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind whatsoever for the payment of any cost of the 2020 Project (and any subsequent Project) and that all such costs and expenses shall be paid by the City, regardless of whether the amount deposited in the applicable Escrow Fund, pursuant to the terms of any Payment Schedules, is sufficient to pay all such costs and expenses associated with the 2020 Project and any subsequent Project(s).

(c) Changes to the 2020 Project. The City may delete capital facilities that are portions of the 2020 Project (and any subsequent Projects) described on an Exhibit A hereto and substitute other facilities therefor, provided that the following conditions are met:

(i) the City provides written notice to (and received written approval from, which shall not be unreasonably withheld or delayed) the Corporation (or any applicable Assignee) of the capital facilities of the 2020 Project (and any subsequent Projects) to be deleted and substituted, which notice shall include a statement that the estimated cost of acquisition of any substituted capital facilities are not less than such costs for the capital facilities deleted; and

(ii) the City shall deliver an opinion of bond counsel to the effect that the substitution will not adversely affect the exclusion by the recipients of the Installment Payments of the interest portion thereof from gross income for federal income tax purposes.

(d) Title. All right, title, and interest in each component of the 2020 Project (and any subsequent Projects) shall vest in the City immediately upon acquisition or construction thereof. Such vesting shall occur automatically without further action by the Corporation or the City, but the Corporation shall, if requested by the City or if necessary to assure vesting of title to each component of the 2020 Project (and any subsequent Projects) in the City, deliver any documents required to assure vesting of title to each component of the 2020 Project (and any subsequent Projects) in the City.

Section 3.2. Purchase of the 2020 Project. The Corporation will transfer its interest in and title to the components of the 2020 Project specified in each Payment Schedule to the City, and the City will hereby purchase those components of the 2020 Project from the Corporation at the Purchase Price to be specified in each Payment Schedule. Until the City has paid the Purchase Price pursuant to Section 3.3 below, for the applicable Project, the Corporation shall retain a leasehold interest in said Project.

Section 3.3. Purchase Price. (a) Aggregate Purchase Price. The Purchase Price to be paid by the City is the sum of the aggregate principal amount of the City's obligations set forth in a Payment Schedule, plus the interest to accrue on the unpaid balance of such principal amount from the effective date of the Payment Schedule over the term thereof, subject to prepayment as provided in Article IV (Prepayment of Installment Payments) herein.

(b) Principal Component. Solely with respect to Payment Schedule No. 1, the total principal amount of the Installment Payments that may be made by the City under this Master Installment Purchase Agreement is \$1,556,199.68, including all costs of issuance.

(c) Interest Component. The interest to accrue on the unpaid balance of such principal amount of Installment Payments will be set forth on each Payment Schedule. The interest components of the Installment Payments are paid as, and constitute, interest on the principal amount of the City's obligations hereunder.

Section 3.4. Installment Payments. The City shall, subject to any rights of prepayment provided in Article IV (Prepayment of Installment Payments) herein, pay the Purchase Price under each Payment Schedule in Installment Payments, which comprise principal and interest components, in immediately available funds, on the dates and in the amounts set forth in the respective Payment Schedules.

Each Installment Payment shall be paid to the Assignee, as assignee of the Corporation pursuant to the Assignment Agreement, in lawful money of the United States of America by check or wire transfer of immediately available funds. If the City fails to make any of the payments required to be made by it

under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same plus interest thereon at the Effective Interest Rate or the Default Rate, as more fully set forth in Section 3.7.

Section 3.5. Obligation to Pay. (a) Obligation Limited to Net Water Revenues. Notwithstanding any other provisions contained herein, the obligation of the City to make the Installment Payments is a special obligation of the City payable solely from Net Water Revenues or any other legally available funds of the City and does not constitute a debt of the City or of the Commonwealth of Kentucky or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

The City shall not be required to advance any moneys derived from any source of income other than the Net Water Revenues for the payment of the Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein. The City may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

(b) Obligation Otherwise Unconditional. The obligation of the City to make the Installment Payments from the Net Water Revenues is absolute and unconditional; and, until such time as the Purchase Price under each Payment Schedule shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article 4 (Prepayment) or Article 5 (Discharge of Obligations) herein), the City will not abate, discontinue, or suspend any Installment Payments required to be made by it under this Master Installment Purchase Agreement when due, whether or not the 2020 Project (and any subsequent Projects) or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, whether by reason of material damage to, material destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power), material title defect, or other reason. The Installment Payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 3.6. Net Contract. The Master Installment Purchase Agreement shall be deemed and construed to be a net contract, and the City shall pay absolutely during the term hereof the Installment Payments and all other payments required under any Payment Schedules, free of any deductions and without any abatement, diminution, counterclaims, or set-off whatsoever.

Section 3.7. Late Payments. Whenever any Installment Payment or other amount payable to Corporation by City under any Payment Schedule is not paid within ten (10) days after such due date, City agrees to pay Corporation a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from Net Water Revenues or such other legally available funds in addition to all amounts payable by City as a result of the exercise of any of the remedies herein provided.

#### ARTICLE IV

##### PREPAYMENT OF INSTALLMENT PAYMENTS

Section 4.1. Prepayment. (a) The City may or shall, as the case may be pursuant to subdivision (c) of Sections 7.6 or 7.7, prepay principal components of any unpaid Installment Payments as a whole or in part (as provided in subsection (a) of Section 7.6 or subsection (c) of Section 7.7) at the Purchase Option

Price (or pro rata portion thereof) set forth on any Payment Schedule (as of the last or then current Installment Payment Date) plus accrued interest thereon to the date of prepayment (if prepayment doesn't occur on an Installment Payment Date).

(b) Optional Prepayment. On any Installment Payment Date under a Payment Schedule, the City may prepay its obligations hereunder in whole, but not in part, by paying to the Corporation the Installment Payment due on such date together with the amount shown as the "Purchase Option Price" for such date on the Payment Schedule, plus the amount of any Installment Payments then in default, together with all past due amounts, additional interest, and late charges (if any).

Section 4.2. Notice of Prepayment. Before making any prepayment pursuant to Article 4 (Prepayment of Installment Payments) herein, the City shall give written notice to the Corporation not less than thirty (30) calendar days prior to the date of prepayment, or such shorter time as is consented to by the Corporation. The City may provide a conditional notice of prepayment to satisfy the requirements of this Section 4.2.

#### ARTICLE V DISCHARGE OF OBLIGATIONS

Section 5.1. Discharge of Obligations. (a) Payment of All Installment Payments. If the City shall pay or cause to be paid all Installment Payments then outstanding at the times and in the manner provided herein and also pay or cause to be paid all other sums payable hereunder, including all outstanding Payment Schedules, by the City, then the right, title, and interest of the Corporation herein shall cease, terminate, become void, and be completely discharged and satisfied. Notwithstanding the satisfaction and discharge of this Master Installment Purchase Agreement, the covenants of the City to preserve the exclusion of the interest component of the Installment Payments from gross income for federal income tax purposes contained in Section 7.10 (Tax Covenant) shall survive.

(b) Prepayment Escrow. All or any portion of unpaid Installment Payments shall, prior to their scheduled payment dates, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 5.1 (except that the City shall remain liable for the Installment Payments, but only out of the money or securities deposited as described below for their payment), if there shall have been irrevocably deposited with an escrow agent or other fiduciary sufficient moneys and securities guaranteed by the full faith and credit of the United States the principal of and interest on which when due will provide money sufficient to pay such Installment Payments when due or prepay such Installment Payments in accordance with Section 4.1(b) (Optional Prepayment) herein.

#### ARTICLE VI SECURITY

Section 6.1. Pledge of Net Water Revenues & Lien on Escrow Fund. The City hereby irrevocably pledges sufficient amounts of the Net Water Revenues to the payment of the Installment Payments. This pledge shall constitute a first priority lien on and pledge of the Net Water Revenues for the payment of the Installment Payments and any Parity Debt. Additionally, the City hereby irrevocably grants to Corporation (or its applicable Assignee) a first, priority and perfected lien and security interest in the Project Proceeds that are deposited in any Escrow Fund, until such time as the funds therein are used to complete the specified components of the Project under the applicable Payment Schedule.



Section 6.2. Additional Debt. (a) No Superior Obligations. The City shall not issue or incur any additional or future obligations secured by a pledge of Water Revenues or Net Water Revenues that is superior to the pledge securing the Installment Payments, without the prior written consent of the Corporation and Assignee.

(b) Additional Parity Debt. The City shall not incur additional Parity Debt unless:

(1) the City is not in default under the terms of this Master Installment Purchase Agreement, and

(2) the Net Water Revenues for the latest Fiscal Year or any more recent 12-month period selected by the City ending not more than 60 days prior to the adoption of the resolution approving the instrument pursuant to which such proposed Parity Debt is to be issued or incurred, plus, at the option of the City, the additional allowance described below, shall have amounted to at least 1.25 times the sum of the amount of the Installment Payments becoming due and payable in the current or future Fiscal Year in which that amount is at its maximum and the maximum annual debt service on all Parity Debt outstanding immediately subsequent to the incurring of such additional obligations, as evidenced by a calculation prepared by an Independent Certified Public Accountant.

Either or both of the following items may be added to Net Water Revenues by the City for the purpose of applying the restriction in Subsection (b)(2) above:

(1) An allowance for revenues from any additions to or improvements or extensions of the Water System to be constructed with the proceeds of such additional obligations, and also for net revenues from any such additions, improvements or extensions, but that, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 100% of the estimated additional average annual Net Water Revenues to be derived from such additions, improvements and extensions for the first 36-month period following closing of the proposed Parity Debt, all as shown by the certificate or opinion of an Independent Certified Public Accountant; and/or

(2) An allowance for earnings arising from any increase in the charges made for service from the Water System that has become effective prior to the incurring of such additional obligations but that, during all or any part of such Fiscal Year, was not in effect, in an amount equal to 100% of the amount by which the Net Water Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year and any period prior to the incurring of such additional obligations, as shown by the certificate or opinion of an Independent Engineer.

(c) Refundings. The City may incur obligations secured by the Net Water Revenues to discharge or defease any Parity Debt, if the City either meets the requirements of subsection (b) above or an Accountant's Report is filed with the Corporation to the effect that the Debt Service for each future Fiscal Year following such discharge or defeasance shall be less than or equal to the Debt Service for that Fiscal Year if such discharge or defeasance did not occur.

(d) Subordinate Obligations. The City may incur obligations secured by the Net Water Revenues on a junior or subordinate basis, if the City meets the requirements of subsection (b) above but reducing the coverage ratio required therein from 1.25 to 1.00.

**ARTICLE VII  
COVENANTS OF THE CITY**

Section 7.1. Compliance with Installment Purchase Agreement. The City will punctually pay the Installment Payments in strict conformity with the terms hereof and of any applicable Payment Schedule, and will faithfully observe and perform all agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate the Master Installment Purchase Agreement for any cause.

Section 7.2. Compliance with Law and Contracts; Preservation of Rights. The City will faithfully comply with, keep, observe, and perform all valid and lawful obligations or regulations now or hereafter imposed on its operation of the Water System by contract, or prescribed by any law of the United States of America or of the Commonwealth of Kentucky, or by any officer, board, or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right, or privilege now owned or hereafter acquired by it, including its right to exist and carry on its business, to the end that such franchises, rights, and privileges shall be maintained and preserved and shall not become abandoned, forfeited, or in any manner impaired.

Section 7.3. Against Sale or Other Disposition of Property. The City will not sell, lease, encumber, or otherwise dispose of the Water System, the 2020 Project (or any subsequent Project(s)), or any part thereof, or interest therein essential to the proper operation of the Water System or to the maintenance of the Water Revenues. The City will not enter into any agreement or lease that impairs the operation of the Water System or any part thereof necessary to secure adequate Water Revenues for the payment of the Installment Payments or that would otherwise impair the rights of the Corporation with respect to the Water Revenues or the operation of the Water System. The City may sell or otherwise dispose of any real or personal property that has become nonoperative or that is not needed for the efficient and proper operation of the Water System or any material or equipment that has become worn out.

Section 7.4. Operation and Maintenance of the Water System. The City will maintain and preserve the Water System in good repair and working order at all times and will operate the Water System in an efficient and economical manner and will pay all Operation and Maintenance Costs of the Water System as they become due and payable.

Section 7.5. Payment of Claims. The City will pay and discharge any and all lawful claims for labor, materials or supplies that, if unpaid, might become a lien on the Water Revenues or any part thereof or on any funds in the hands of the City prior or superior to the lien of the Installment Payments or that might impair the security of the Installment Payments.

Section 7.6. Insurance; Application of Net Proceeds.

(a) Casualty and Liability Insurance. The City will procure and maintain or cause to be procured and maintained insurance on the Water System with responsible insurers in such amounts and against such risks (including accident to or destruction of the Water System) as are usually covered in connection with water systems similar to the Water System so long as such insurance is available from reputable insurance companies. In all such events, the property and casualty coverage shall be not less than the Purchase Option Price set forth under any applicable Payment Schedule. The City shall provide to the Corporation or its applicable Assignee a certificate evidencing such property and casualty and liability insurance coverage naming the Corporation or Assignee as a lender loss payee. In the event of any

damage to or destruction of the Water System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Water System. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens. If such Net Proceeds exceed the costs of such reconstruction, repair, or replacement, then the excess Net Proceeds may be applied in part to the prepayment of Installment Payments as provided in Article 4 (Prepayment of Installment Payments) and in part to such other fund or account as may be appropriate and used for the retirement of Parity Debt. If such Net Proceeds are sufficient to enable the City to retire the entire obligation evidenced by a Payment Schedule prior to the final due date of the Installment Payments as well as the entire obligations evidenced by contracts for Parity Debt then remaining unpaid prior to their final respective due dates, the City may elect not to reconstruct, repair, or replace the damaged or destroyed portion of the Water System, and thereupon such Net Proceeds shall be applied to the prepayment of Installment Payments as provided in Article 4 (Prepayment of Installment Payments) and to the retirement of such Parity Debt.

(b) Other Insurance. The City will procure and maintain such other insurance that it deems advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with water systems similar to the Water System.

(c) Self-Insurance. Following notice to the Corporation and any Assignee, any insurance required to be maintained pursuant to paragraph (a) above and any insurance maintained pursuant to paragraph (b) above may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with water systems similar to the Water System.

(d) Notice of Cancellation. All policies of insurance required to be maintained herein shall provide that the Corporation shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 7.7. Eminent Domain Proceeds. If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If (1) the City obtains and files with the Corporation an Engineer's Report or Accountant's Report showing (i) the estimated loss of annual Net Water Revenues, if any, suffered or to be suffered by the City by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions, or improvements to the Water System proposed to be acquired and constructed by the City from such Net Proceeds, and (iii) an estimate of the additional annual Net Water Revenues to be derived from such additions, betterments, extensions, or improvements, and (2) the City, on the basis of such Engineer's Report or Accountant's Report filed with the Corporation, determines that the estimated additional annual Net Water Revenues will sufficiently offset the estimated loss of annual Net Water Revenues resulting from such eminent domain proceedings so that the ability of the City to meet its obligations hereunder will not be substantially impaired (which determination shall be subject to the agreement of the Corporation and any Assignee, which shall not be unreasonably withheld or

delayed) then the City shall promptly proceed with the acquisition and construction of such additions, betterments, extensions, or improvements substantially in accordance with such Engineer's Report or Accountant's Report and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the City for such purpose shall be deposited in the City's water enterprise fund.

(b) If (1) the City obtains and files with the Corporation an Engineer's Report or Accountant's Report containing an estimate of annual Net Water Revenues after the taking by eminent domain and (2) the City, on the basis of such Engineer's Report or Accountant's Report, determines that Net Water Revenues will equal at least one hundred twenty-five per cent (125%) of the Installment Payments and debt service on all Parity Debt outstanding for each Fiscal Year in which Installment Payments are due, then the City may use such Net Proceeds for any lawful purpose.

(c) If the conditions of neither of the foregoing subsections are met, then such Net Proceeds shall be applied in part to the prepayment of Installment Payments as provided in Article IV (Prepayment of Installment Payments) and in part to such other fund or account as may be appropriate and used for the retirement of Parity Debt in the same proportion as the aggregate unpaid principal balance of Installment Payments then bears to the aggregate unpaid principal amount of such Parity Debt. For avoidance of doubt, any prepayment triggered under this Section 7.7 may be in whole or in part, with partial prepayments being made in the pro rata portion of the Purchase Option Price.

Section 7.8. Rates, Fees and Charges.

(a) The City covenants that it shall prescribe, revise and collect such charges for the Water Service that, after allowances for contingencies and error in the estimates, shall produce Water Revenues sufficient in each Fiscal Year to provide Net Water Revenues equal to at least 120% of the sum of (1) the Installment Payments becoming due and payable in such Fiscal Year, and (2) all debt service and any additional payments required with respect to Parity Debt for such Fiscal Year.

(b) The City will have in effect, at all times, rules and regulations requiring each customer located on any premises connected with the Water System to pay the rates, fees and charges applicable to the Water Service to such premises and providing for the billing thereof and for a due date and a delinquency date for each bill. The City will not permit any part of the Water System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, or by any public agency (including the United States of America, the Commonwealth of Kentucky and any city, county, political subdivision, public corporation or agency of any thereof); provided, that the City may without charge use the Water Service.

(c) The City covenants and agrees to raise water rates (subject to the legal restrictions and requirements incumbent thereon) and take other legally available steps necessary to not only cover operating expenses, capital expenditures, and maintenance expenses, but also to faithfully and punctually pay and perform all of its obligations under this Installment Purchase Agreement, including, without limitation, meeting all debt service, rate and other financial covenants contained herein.

Section 7.9. Protection of Security and Rights of the Corporation. The City will preserve and protect the security hereof and the rights of the Corporation to the Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 7.10. Tax Covenant. The City shall at all times do and perform all acts and things permitted by law (and not permit any omissions required under applicable laws) that are necessary and desirable in order to assure that interest paid with respect to the Installment Payments will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excluded. City agrees to (a) execute and deliver to Corporation, upon Corporation's request, a tax certificate and agreement in form and content acceptable to Corporation and City, relating to the establishment and maintenance of the excludability from gross income of the interest component of the Installment Payments for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Internal Revenue Code of 1986 (as from time to time amended, the "Code"); and (c) make any arbitrage, yield, or rebate payments (if applicable) to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code. For avoidance of doubt, the representations and warranties of the City in any Tax and Arbitrage Certificate executed in connection with any Payment Schedule shall be incorporated by reference herein.

The City represents that it does not have on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the 2020 Project. The City has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly Installment Payments hereunder. The City further certifies that, so long as any Installment Payments hereunder remain unpaid, moneys on deposit in the Escrow Fund will not be used in a manner that will cause this Master Installment Purchase Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code.

If the Corporation, its Assignee, or any subsequent assignee thereof either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Corporation or any Assignee thereof, that the Corporation or any Assignee thereof may not exclude any interest paid under any Payment Schedule to this Master Installment Purchase Agreement from its Federal gross income (each an "Event of Taxability"), the City shall pay to the owner or owners of each affected Payment Schedule to this Master Installment Purchase Agreement upon demand (x) an amount which, with respect to Installment Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore the owner or owners of each affected Payment Schedule to this Master Installment Purchase Agreement to its intended after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Installment Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Payment Schedule to this Master Installment Purchase Agreement through the date of such event and (y) as additional Installment Payments to the Corporation or its Assignees on each succeeding payment date such amount as will maintain such after-tax yield to the Corporation or its Assignees.]

Section 7.11. Indemnification of the Corporation. The City shall, to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Corporation, its Assignees and their respective directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the actions or omissions of City related to entering into this Master Installment Purchase Agreement, any Payment Schedule and related transaction documents, or any other agreement entered into in connection herewith or therewith, the design or ownership of a Project, the 2020 Project, the ordering, acquisition,

use, operation, condition, purchase, delivery, rejection, storage, or return of any part of a Project or the 2020 Project, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of a Project or the 2020 Project resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the City or the Corporation or any Assignee; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. Notwithstanding the forgoing, this indemnification and hold harmless shall not include any liability arising out of or resulting from the gross negligence, willful misconduct, or wrongful acts of the Corporation, its Assignee(s), and their directors, officers, employees, or agents. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Master Installment Purchase Agreement or the termination of the term of this Master Installment Purchase Agreement or any Payment Schedule for any reason. The City and the Corporation and any applicable Assignee mutually agree to promptly give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.

Section 7.12. Additional Information. The City agrees to furnish to the Assignee (i) the audited financial statements of the City within six (6) months of the end of the Fiscal Year, or as soon as practicable thereafter, together with a certificate that the City is in compliance with the covenants contained herein, and (ii) promptly, from time to time, but no more than one (1) time per quarter, such information regarding the operations, financial condition, budgets and property of the City and the Water System as the Assignee may reasonably request. Any audited financial statements furnished to the Assignee shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the City's and Water System's financial condition as of the date of the statements.

Section 7.13. Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

Section 7.14. Opinion of City's Attorney. The City will cause to be delivered an opinion of the City's legal counsel dated each Funding Date as to each Payment Schedule issued hereunder and addressed to the Corporation and the Assignee, substantially in the form in Exhibit 3 to such Payment Schedule, to the effect that:

- (i) the City is a duly organized and existing under the laws of the Commonwealth of Kentucky;
- (ii) the Commission Action was duly taken at a meeting of the Board of the City that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;
- (iii) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best knowledge of such counsel after reasonable investigation, threatened against or affecting the City, to restrain or enjoin the payment of the Installment Payments under this Master Installment Purchase Agreement, or in any way contesting or affecting the validity of the Commission Action or this Master Installment Purchase Agreement, and
- (iv) the execution of this Master Installment Purchase Agreement, the issuance of any Payment Schedule and related transaction documents, the consent to the Assignment Agreement, the adoption of the Commission Action and compliance by the City with the provisions of the foregoing, under the

circumstances contemplated thereby, do not and will not constitute on the part of the City a breach or default under any agreement or other instrument to which the City is a party or by which it is bound (that are known to the City's legal counsel) or any existing law, regulation, court order or consent decree to which the City is subject.

**ARTICLE VIII  
EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION**

Section 8.1. Events of Default and Remedies. (a) Events of Default. The following shall be Events of Default hereunder:

(1) Failure by the City to pay any Installment Payment or debt service on any Parity Debt at the time specified herein or under any applicable Payment Schedule, or as required under any agreement or instrument pursuant to which Parity Debt is issued.

(2) Failure by the City to observe and perform any covenant, condition or agreement on its part contained herein, under any Payment Schedule or in agreement or instrument pursuant to which Parity Debt is issued, other than in clause (1) of this subsection, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation or any applicable Assignee; provided, however, that the Corporation or any applicable Assignee and the City may agree that action by the City to cure such failure may be extended beyond such thirty-day period.

(3) Any violation of any applicable rule, regulation, law, statute or ordinance applicable to the City or the Water System or the Parity Debt that could lead to a breach under subsections (1) and/or (2) and that are not cured in accordance with subsections (1) and/or (2).

(4) The Corporation's or any applicable Assignee's determination that any representation or warranty made by the City in this Master Installment Purchase Agreement or with respect to any applicable Payment Schedule was untrue in any material respect upon execution of this Master Installment Purchase Agreement or any Payment Schedule.

(5) The occurrence of an Event of Taxability and the City's failure to comply with the provisions of Section 7.10.

(6) The filing of a petition in bankruptcy by or against the City or with respect to the Water System, or failure by City promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of City to carry on its governmental functions or operate the Water System, an assignment by City for the benefit of creditors, or the entry by City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of City, or the dissolution or liquidation of City or the Water System.

(b) Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Corporation or any applicable Assignee shall have the right, at its option upon notice to the City, to:

(1) declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be accelerated for each Payment Schedule then in effect and immediately due and payable, whereupon the same shall immediately become due and payable;

*provided however*, that in the event payment on any Parity Debt is accelerated, the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall be accelerated and immediately due and payable without notice to the City and without requiring any act of the Corporation, whereupon the same shall immediately become due and payable; and/or

(2) for the account of the City, incur and pay reasonable expenses for repair, maintenance, and operation of the Water System and such other reasonable expenses as may be necessary to cure the cause of default; and/or

(3) take all actions and pursue all other rights and remedies that Corporation may have, at law or in equity, including, without limitation, seeking a mandamus, requesting specific performance, or taking action to enjoin the City from taking any action not permitted or contradictory to the express terms, conditions and requirements hereunder.

The City shall in all respects be responsible for payment of interest at the Default Rate on all y amounts due and owing hereunder after the permitted grace period, together with all costs and fees incurred by the Corporation or its Assignee in the enforcement and pursuit of rights and remedies permitted hereunder; including, without limitation, reasonable and actual legal fees and collections costs, together with interest thereon at the Default Rate.

Section 8.2. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.1, all Water Revenues thereafter received by the City shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Water Revenues, ratably without any discrimination or preference, of the fees, costs and expenses of the Corporation or its Assignee, if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs; and

Third, to the payment of the entire principal amount of the unpaid Installment Payments and the unpaid principal amount of any other obligations secured by the Net Water Revenues and the accrued interest thereon, with interest on the overdue installments at the Default Rate or rates of interest applicable to the Installment Payments pursuant to any applicable Payment Schedule and such other obligations if paid in accordance with their respective terms.

Section 8.3. Other Remedies of the Corporation. The Corporation shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City, and to compel the City to carry out its duties under the agreements and covenants required to be performed by it contained herein;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its board members, officers and employees to account as the trustee of an express trust.



Section 8.4. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the Installment Payments to the Corporation at the respective due dates specified in each Payment Schedule or upon prepayment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in each Payment Schedule.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation under applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Corporation, the City and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.5. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the law.

#### ARTICLE IX ASSIGNMENT; AMENDMENTS

Section 9.1. Assignment.

(a) The City hereby consents to the assignment by the Corporation of its rights under this Master Installment Purchase Agreement to the Assignee (if any) set forth on any Payment Schedule, and the City (if requested) will sign a Notice and Acknowledgement of Assignment pursuant to an Assignment Agreement entered into in connection with any Payment Schedule. The City will not assign its duties and obligations under this Master Installment Purchase Agreement without the prior written consent of the Corporation, the Assignee, or any permitted assignee thereof, and such assignment by the City will be subject to the holder's then existing credit underwriting criteria and require an opinion from a nationally recognized tax or bond counsel that such transfer or assignment will not cause an Event of Taxability.

(b) The Assignee may further assign its right, title and interest in this Master Installment Purchase Agreement, each Payment Schedule and the Installment Payments and other amounts due hereunder and under any Payment Schedule in whole to one or more assignees or subassignees at any time, without the consent of the City. Upon such assignment, the assignee of such assignment shall be entitled to all rights of the Assignee set forth herein and shall be entitled to all notices required to be sent to the Assignee pursuant to this Master Installment Purchase Agreement. The City shall cooperate with the Assignee either now or hereafter by acknowledging any agreement relating thereto which in no way will alter or affect the terms and conditions of this Master Installment Purchase Agreement and the assignment of this Master Installment Purchase Agreement by the Assignee. No such assignment shall be effective as against the City unless and until the entity or person making the assignment shall have filed with the City

written notice thereof. During the term of this Master Installment Purchase Agreement, the City shall keep a record of all such notices of assignment and shall make payments to the assignee. Subject always to the foregoing, this Master Installment Purchase Agreement inures to the benefit of, and is binding upon the successors and assigns of the Parties hereto.

Section 9.2. Amendments Permitted.

(a) This Master Installment Purchase Agreement and the rights and obligations of the Corporation and the City and of the Assignee may be modified or amended at any time but only with the written consent of the City and Assignee. No such modification or amendment shall (1) extend the payment dates for the Installment Payments or reduce the amounts thereof without the consent of the City and the Assignee, or (2) modify any of the rights or obligations of the Corporation or the Assignee (as applicable) without its written consent thereto.

(b) This Master Installment Purchase Agreement and the rights and obligations of the Corporation and the City and of the Assignee may also be modified or amended at any time, with the consent of the Assignee and the City, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Corporation or the City contained in this Master Installment Purchase Agreement other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Corporation or the City, and that shall not adversely affect the interests of the Assignee;

(2) to cure, correct or supplement any ambiguous or defective provision contained in this Master Installment Purchase Agreement or in regard to questions arising under this Installment Purchase Agreement, as the Corporation or the City may deem necessary or desirable and that shall not adversely affect the interests of the Assignee; and


(3) to make such other amendments or modifications as may be in the best interests of the Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Master Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF HARRODSBURG

HOLMAN CAPITAL CORPORATION

By:   
Name: Art Freeman  
Title: Mayor

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President & CEO

*[Signature Page to Installment Purchase Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Master Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

**CITY OF HARRODSBURG**

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President & CEO



*[Signature Page to Installment Purchase Agreement]*

**EXHIBIT A**

**DESCRIPTION OF THE 2020 PROJECT for PAYMENT SCHEDULE NO. 1**

The acquisition and installation of advanced metering infrastructure (AMI) water meters, together with such other costs and related facilities and equipment related to the functioning and installation of those AMI Water Meters as more fully set forth on that between the City of Harrodsburg, KY and Ferguson Waterworks.

**EXHIBIT B**  
**PAYMENT SCHEDULE NO. 1**

Pursuant to the terms and conditions of the Master Installment Purchase Agreement dated April 29, 2020, between the City of Harrodsburg, a city organized and existing under the laws of the Commonwealth of Kentucky (the "City"), and HOLMAN CAPITAL CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), which terms and conditions are fully incorporated into this Payment Schedule by this reference, the City and Corporation hereby set forth further terms relating to the acquisition of the components of the 2020 Project, as follows:


- A. Components of the 2020 Project to be acquired under this Payment Schedule No. 1:

Description	Quantity	Total Cost
Water Meters	3,822	\$ 1,546,199.68
Holman Capital Documentation Fee		\$ 10,000.00
<b>Net Financing Amount</b>		<b>\$ 1,556,199.68</b>

- B. Principal Amount and 2020 Project Proceeds being Financed under this Payment Schedule No. 1: \$1,556,199.68
- C. Interest Rate Applicable to this Payment Schedule No. 1: 3.20% per annum
- D. Repayment Period: 7 Years
- E. This Payment Schedule No. 1 will be subject to the terms of the Escrow Agreement between City, Corporation and Signature Bank, as the escrow agent named therein, that was entered into concurrently with the Master Installment Purchase Agreement.
- F. The City hereby consents to the assignment by the Corporation of its rights under this Payment Schedule No. 1 to Signature Public Funding Corp., which rights are evidenced by receipt of a Notice and Acknowledgement of Assignment to that certain Assignment Agreement entered into concurrently with this Payment Schedule.
- G. The following exhibits are incorporated into this Payment Schedule No. 1 by this reference: Exhibit 1 – General Certificate of the City; Exhibit 2 – Tax Agreement and Arbitrage Certificate; Exhibit 3 – Opinion of Issuer’s Counsel; Exhibit 4 – Form 8038-G; Exhibit 5 – Bank Qualified Certificate; Exhibit 6 – Closing Memorandum; Exhibit 7 – Insurance Certificate; and Exhibit 8 – Escrow Agreement.

CITY OF HARRODSBURG

HOLMAN CAPITAL CORPORATION

By:   
Name: Art Freeman  
Title: Mayor

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President & CEO

*[Signature Page to Payment Schedule No. 1]*

**CITY OF HARRODSBURG**

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

By:  \_\_\_\_\_  
Name: Lance Holman  
Title: President & CEO

*[Signature Page to Payment Schedule No. 1]*



EXHIBIT B

NOTICE AND ACKNOWLEDGEMENT OF SALE OF INSTALLMENT PAYMENTS AND  
ASSIGNMENT OF PAYMENT SCHEDULE NO. 1

Holman Capital Corporation ("*Corporation*") and The City of Harrodsburg, KY ("*City*") have entered into a Master Installment Purchase Agreement and Payment Schedule No. 1 thereto both dated April 29, 2020 (the "*IPA Agreement*"), under which the City has, or will have prior to its execution hereof, acquired the funds necessary to install, equip and acquire a new advanced metering infrastructure project, together with all necessary water meters and related improvements and equipment thereto (the "*2020 Project*") described therein.

City is hereby notified that Corporation has assigned its right, title, and interest in and to the IPA Agreement, the 2020 Project, and the Installment Payments as permitted by the IPA Agreement.

City is hereby directed to pay any and all Installment Payments and other amounts due under the IPA Agreement to Signature Public Funding Corp. and/or its affiliates, successors, or assigns, as Corporation's assignee (the "*Assignee*"), as directed by the Assignee, pursuant to the instructions contained in any invoice or notice.

By signing this Notice and Acknowledgment, the City agrees that it will pay all amounts due under the IPA Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the 2020 Project acquired under the IPA Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

City further acknowledges and agrees that Assignee has not assumed any of Corporation's obligations or duties under the IPA Agreement or made any warranties whatsoever as to the IPA Agreement or the 2020 Project. City agrees that no change may be made to the IPA Agreement without the prior written consent of Assignee. By signing this Notice and Acknowledgment, the City warrants that its representations and warranties under the IPA Agreement are true and correct on the date hereof

Date: April 29, 2020

CITY OF HARRODSBURG, KY.  
as Issuer

By:   
Name: Art Freeman

Title: Mayor

TAB B:

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Minutes of April 27, 2020 City Commission Meeting

**CITY OF HARRODSBURG  
BOARD OF COMMISSIONERS  
MINUTES FOR REGULAR MEETING**

**DATE:** April 27, 2020

**PLACE:** City of Harrodsburg, Conference Room

Mayor Art Freeman called the regular meeting to order. Members present, Mayor Art Freeman, and Commissioners; Jack Coleman, Scott Moseley, Charlie Mattingly and Bubby Isham and (VIA Zoom Teleconferencing) Absent: None.

**APPROVE MINUTES FOR THE REGULAR CALLED MEETING HELD ON APRIL 13, 2020**

Motion by/seconded, Commissioners Jack Coleman/Scott Moseley to approve the minutes for the regular called meeting held on April 13, 2020 as presented. Motion carried unanimously.

**APPROVE MINUTES FOR THE SPECIAL CALLED MEETING HELD ON APRIL 20, 2020**

Motion by/seconded, Commissioners Jack Coleman/Scott Moseley to approve the minutes for the special called meeting held on April 20, 2020 as presented. Motion carried unanimously.

**OPEN AND AWARD BID FOR LAGOON CLEANOUT**

Motion by/seconded, Commissioners Jack Coleman/Charlie Mattingly to award the only bid the City received for the Lagoon Cleanout. The bid was for \$65,797.50 from Resource Management. Motion carried unanimously.

**OPEN AND AWARD BID FOR METER PROJECT**

Motion by/seconded, Commissioners Jack Coleman/Charlie Mattingly to award the only bid the City received from Ferguson Waterworks for \$1,546,199.68. Motion carried unanimously.

**PROMOTE DUANE BAKER TO WATER TREATMENT PLANT SUPERVISOR**

Motion by/seconded, Commissioners Jack Coleman/Bubby Isham to approve promoting Duane Baker to Water Treatment Plant Supervisor at \$23.50 per hour. Mr. Baker will be exempt status. Motion carried unanimously.

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#### **APPROVE AND PAY THE DEPARTMENTAL INVOICES**

Motion by/seconded, Commissioners Jack Coleman/Scott Moseley to approve and pay the departmental invoices. Motion carried unanimously.

#### **ANNOUNCE BUDGET ISSUES**

Mayor announced the City of Harrodsburg will start the new fiscal year with our 2019-2020 budget due to unknown revenue because of COVID-19. We are able to amend the budget as we go along. Mayor stated no Supervisors should be spending money if it is not needed. Money is going to be tight this upcoming budget.

#### **HOLMAN CAPITAL/FERGUSON WATER WORKS 2020 WMI PROJECT**

Motion by/seconded, Bubby Isham/Jack Coleman to approve financing the 2020 Water meter project with Holman Capital. We will be financing with a tax free municipal bond in the amount of \$1,556,199.68 which will be \$1,546,199.68 for the bid and \$10,000.00 fee. Seven years with semi-annual payments at 3.20% interest. Payments will \$124,954.35 which includes Principal and Interest. Our first payment will be October 29, 2020 and our last payment will be April 29, 2027. Motion carried unanimously.

#### **GETTING THE CITY BACK TO WORK**

Mayor announced the City of Harrodsburg will go back to full staff on Monday, May 4, 2020. Our facilities will not be open to the public until further notice. Mayor hopes that next week we can start talking about possibly opening up to the public. He wants to see what the Governor has to say first.

#### **ANDERSON DEAN PARK**

Mayor announced that Park Director Mark Bryant resigned today Monday, April 27, 2020 effective May 10<sup>th</sup>. He stated that we have not received our tourism money from the 1<sup>st</sup> QTR and he has asked them to give us our part of the money collected. Anderson Dean Park is unable to make payroll this week and are possible laying employecs off Thursday. Mayor stated that the City and County are going to have to step up and help Anderson Dean Park.

#### **REIMBURSE DAWN RAMONDI FOR SEWAGE LINE PROBLEM**

Motion by/seconded, Commissioners Jack Coleman/Scott Moseley to reimburse Dawn Ramondi \$140.00 for having a plumber come out and clean out a Sewer Line that Jason Sanford (Water Maintenance Supervisor) stated had gravel in it. The line was on the City's side. Amy Huffman (Water Admin Supervisor) stated that if a problem occurs on the City's side during the weekend home owners needs to call the non-emergency number to the Police Department and we can send help. Motion carried unanimously.

**EXTEND LEE HARRIS' PROBATION PERIOD**

Motion by/seconded, Commissioners Scott Moseley/Jack Coleman to extend Lee Harris' probation for 6 months due to Mr. Harris not receiving his training hours. Motion carried unanimously.

**APPROVE HALEY LYNN GOING FROM PART-TIME TO FULL-TIME FOR COMMUNICATIONS DEPARTMENT**

Motion by/seconded, Commissioners Scott Moseley/Bobby Isham to approve Haley Lynn going from part-time to full-time in the communications department immediately. There will be no change in Ms. Smith's pay until she completes the academy. Motion carried unanimously.

**PROMOTE CYNTHIA CHILDERS TO ASSISTANT COMMUNICATIONS SUPERVISOR**

Motion by/seconded, Scott Moseley/Jack Coleman to promote Cynthia Childers to Assistant Communications Supervisor at \$15.00 per hour. Motion carried unanimously.

**CHARLIE MATTINGLY ASKED MAYOR TO CALL ABOUT BEAUMONT AVE PAVING AND SIDEWALK GRANT**

Charlie Mattingly asked the Mayor to contact the State to make sure we will still receive our grant to pave Beaumont Ave and our grant to fix the sidewalks. Mayor told Charlie that he would call and inquire.

**ADJOURN**

Motion by/seconded, Scott Moseley/Charlie Mattingly to approve adjourning at approximately 6:43 p.m. Motion carried unanimously.

  
\_\_\_\_\_  
Art Freeman, Mayor

  
\_\_\_\_\_  
Shavonna Huffman, City Clerk

EXHIBIT 1:

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GENERAL CERTIFICATE

Payment Schedule No. 1 under  
2020 Master Installment Purchase Agreement (collectively the "IPA")  
Financing the Purchase and Installation of AMI Water Meters  
in the  
Aggregate Principal Amount of \$1,556,199.68

The undersigned, the City Clerk of the City of Harrodsburg (the "Issuer"), certifies as follows:

I

I am the duly appointed City Clerk and as such am familiar with the books and corporate records or the City of Harrodsburg.

II

The City is a duly created and validly existing city, which constitutes a political subdivision of the Commonwealth of Kentucky vested with the rights and powers conferred upon cities by the laws of Kentucky.

III

A duly noticed meeting of the City's City Commission ("Commission") was duly called and held on April 27, 2020. At such meeting, the Commission considered the issuance of certain indebtedness. Attached hereto as Exhibit A is the agenda for said meeting, posted in accordance with the requirements of Kentucky law. At that meeting, the Commission approved by motion the issuance of certain indebtedness and attached hereto as Exhibit B is a true and complete copy of a minutes from the City Commission meeting held on April 27, 2020, the reflecting the action taken by a majority of the members of the Commission present and voting during such meeting (the "Commission Action") relating to such matters, including the delegation of authority by the Commission to the City's Mayor relative to this Payment Schedule. A summary of the members present or absent at such meeting, and the recorded vote with respect to the Commission Action, is included therewith. The Commission Action constitutes the only action taken by the Commission relating to the matters referred to therein.

III

Except as has otherwise been disclosed to Holman Capital Corporation, no litigation or other proceedings are pending or, to our knowledge, threatened against the Issuer in any court or other tribunal of competent jurisdiction, State or Federal, in any way (i) restraining or enjoining the issuance, sale, execution or delivery of the IPA, or (ii) questioning or affecting the validity of the IPA or the Commission Action, or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, issuance or delivery of the IPA

C-1

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IV

There has been no material adverse change in the financial condition of the Issuer since the copies of its financials were last published following the Fiscal Year ending June 30, 2019.

V

The following is a correct list of the names of the members of the Issuer's City Commission and of the dates of expiration of their respective terms of office:

<u>NAME</u>	<u>TITLE</u>	<u>ENDING DATE OF CURRENT TERM</u>
Art Freeman	Mayor	December 31, 2022
Jack Coleman	Commissioner	December 31, 2020
Marvin Isham	Commissioner	December 31, 2020
Charlie Mattingly	Commissioner	December 31, 2020
Scott Moseley	Commissioner	December 31, 2020

Each of the persons named above has qualified for office by taking the oath, if any, required by law on or before the day on which his or her term of office began.

VI

I have been the [City Clerk] since August 1, 2019, and Art Freeman has been the Mayor of the Issuer since January 1, 2019.

VII

The Issuer has complied with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Commission Action and as required by applicable law.

VIII

The Commission Action has been duly adopted and has not been repealed, revoked, rescinded or altered in any manner, and is in full force and effect on the date hereof.

IX

The Issuer is not in default, and has not been in default at any time as to principal of and interest on any of its indebtedness.

X

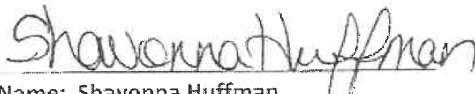
The IPA is signed with the manual signatures of the Mayor of the Issuer, and the foregoing specimen is his or her genuine and correct signature:

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XI

Issuer agrees: (a) that it has not been and it will continue to ensure that it will not be, listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control, Department of Treasury, and/or any other similar lists maintained by the Office of Foreign Assets Control; (b) that it will comply with the USA Patriot Act, and international trade control and anti-money laundering laws, as applicable; and (c) that it will not be a person designated under Section 1(b), (c), or (d) of Executive Order No. 13224 (9/23/01) or under any related enabling legislation or any other similar Executive Orders. Issuer also agrees to comply with all Bank Secrecy Act laws, regulations and governmentally imposed guidelines on or in connection with Bank Secrecy Act compliance, and on the prevention and detection of money laundering violations.

IN WITNESS WHEREOF, I hereby certify attest to the foregoing information as of this April 29, 2020.

By:   
Name: Shavonna Huffman  
Title: City Clerk



**EXHIBIT 2:**

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**TAX AND ARBITRAGE CERTIFICATE**

Payment Schedule No. 1 under  
2020 Master Installment Purchase Agreement Financing the  
Purchase and Installation of AMI Water Meters  
in the  
Aggregate Principal Amount of \$1,556,199.68

The undersigned is the Mayor of the City of Harrodsburg (the "Issuer"), being duly charged, with others, with the responsibility for issuing the Issuer's \$1,556,199.68 Payment Schedule No. 1 ("PS") under the 2020 Master Installment Purchase Agreement, the ("IPA," together with the PS, the Agreement). The undersigned HEREBY CERTIFIES, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 1 148-0 through 1 148-11 of the Income Tax Regulations (the "Regulations"), as follows:

1. The Agreement is being issued pursuant to the Constitution and laws of the Commonwealth of Kentucky and that certain Commission Action taken on April 27, 2020 at the Issuer's City Commission Meeting (the "Commission Action"). Unless otherwise specifically defined, all capitalized terms used in this Certificate shall have the meanings as set forth in the Agreement. The proceeds of the PS will be used for the purpose of:
  - a.) financing the acquisition and installation of advanced metering infrastructure (AMI) water meters to communicate with the City's existing system (collectively, the "2020 Project"); and
  - b.) paying the costs of issuing the PS (the "Issuance Expenses")
2. On the basis of the facts, estimates and circumstances in existence on the date hereof, we reasonably expect the following with respect to the PS being issued this day and as to the use of the proceeds thereof:
  - a.) Proceeds in the amount of \$1,556,199.68 (the "Sale Proceeds") are expected to be derived by the Issuer from the sale of the PS to Holman Capital Corporation ("Purchaser") and are expected to be needed and fully expended as follows:
    - (i) \$10,000.00 of said proceeds will be deposited into the Escrow Fund and used to pay the Issuance Costs; and
    - (ii) \$1,546,199.68 of said proceeds, in accordance with the PS issued under the IPA, will be deposited into the Escrow Fund and used to acquire and equip the 2020 Project and expended within three years from the date hereof to pay for the 2020 Project and Issuance Expenses.

- b.) The total 2020 Project Proceeds to be received from the sale of the PS to the Purchaser do not exceed the amount necessary for the purposes described above.
  - c.) The Issuer does not expect to sell or otherwise dispose of any property comprising a part of the 2020 Project financed with the proceeds of the PS prior to the final maturity date of the PS.
3. Binding contracts or commitments obligating the expenditure of not less than 5 percent of the Sale Proceeds of the PS toward the cost of the 2020 Project will be entered into by the Issuer within 6 months from the date hereof. Work on the 2020 Project will proceed with due diligence. It is expected that the 2020 Project will be acquired/completed and at least 85 percent of the Sale Proceeds of the PS will be allocated to 2020 Project expenditures within three years of the date hereof.
4. Not more than 50 percent of the proceeds of the PS will be invested in obligations having a substantially guaranteed yield for 4 years or more.
5. The IPA provides that the Issuer will utilize Net Water Revenues on each Installment Payment Date sufficient to pay principal of and interest on the PS, in accordance with the terms of the PS. No separate funds or accounts will be held or reserved by the Issuer from which payments of principal and interest on the PS will be made.
6. Aside from the Escrow Fund, there are no funds or accounts established pursuant to the IPA, PS or the Commission Action or otherwise which are reasonably expected to be used to pay debt service on the PS, or which are pledged as collateral for the PS (or subject to a negative pledge) and for which there is a reasonable assurance on the part of the Purchaser that amounts therein will be available to pay debt service on the PS if the Issuer encounters financial difficulties.
7. Except for preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs, proceeds of the PS will not be used to reimburse the Issuer of the 2020 Project costs paid prior to 60 days before April 29, 2020.
8. In the event that amounts drawn under the PS are not immediately used to pay or reimburse costs of the 2020 Project, the following represents the expectations of the Issuer with respect to the investment of such proceeds of the PS:
  - a.) Proceeds derived from the sale of the PS to be applied to pay Issuance Expenses may be invested at an unrestricted yield for a period not to exceed three years from the date hereof;
  - b.) Proceeds derived from the sale of the PS deposited into a Escrow Fund to pay 2020 Project costs may be invested at an unrestricted yield for a period of time not to exceed three years from the date hereof;
  - c.) Investment earnings on obligations acquired with amounts described in subparagraphs (a) and (b) above may be invested at an unrestricted yield for a period of three years from the date hereof or one year from the date of receipt, whichever

period is longer;

- d.) Amounts described in subparagraphs (a) through (c) that may not be invested at an unrestricted yield pursuant to such subparagraphs, may be invested at an unrestricted yield to the extent such amounts do not exceed \$100,000 (the "Minor Portion"); and
- e.) Amounts described in subparagraph (d), not invested at an unrestricted yield pursuant to such subparagraph, shall be invested at a yield not in excess of the yield on the PS plus 1/8 of one percentage point.

To the extent that any amounts described in this Paragraph 8 are not permitted to be invested at an unrestricted yield, the Issuer may satisfy the applicable yield restriction by causing the appropriate amount of yield reduction payments to be made to the United States as permitted by Section 1.148-5 c of the Regulations.

- 9. For purposes of this Certificate, "yield" means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation. The yield on obligations acquired with the proceeds derived from the sale of the PS and the yield on the PS shall be calculated by the use of the same frequency interval of compounding interest. In the case of the PS, the purchase price is the issue price under the PS. The purchase price of the PS and the interest rate thereon, as set forth in the PS, were arrived at as a result of an arm's length negotiation between the Issuer and the Purchaser. The Purchaser is acquiring the PS primarily for its own account and is not acting as a broker or other intermediary for the purpose of reselling the PS to other investors, except that such PS will be immediately assigned to the Assignee as defined in the IPA and PS. Any investments acquired with amounts that may not be invested at an unrestricted yield pursuant to Paragraph 8 above shall be purchased at prevailing market prices and shall be limited to securities for which there is an established market, shall be United States Treasury Obligations - State and Local Government Series, or shall be tax-exempt obligations under 103(a) of the Code, the interest on which is not an item of tax preference within the meaning of Section 57(a) (5) of the Code.
- 10. No portion of the proceeds of the PS will be used as a substitute for other moneys of the Issuer which were otherwise to be used to acquire or construct the 2020 Project and which have been or will be used to acquire directly or indirectly, obligations producing a yield in excess of the yield on the PS.
- 11. There are no other obligations of the Issuer that (i) are being sold at substantially the same time as the PS (within 15 days), (ii) are being sold pursuant to a common plan of financing together with the PS, and (iii) will be paid out of substantially the same source of funds as the PS.
- 12. The Issuer has covenanted in the IPA and PS that so long as the PS remains outstanding, the moneys on deposit in any fund or account maintained in connection with the PS, will not be used in any manner that would cause the PS to be an "arbitrage bond" within the meaning of Section 148 of the Code, or not described under Section 103(a) of the Code and the applicable regulations promulgated from time to time thereunder.

13. Neither the Issuer nor any person related to the Issuer has entered or is expected to enter into any hedging transaction (such as an interest rate swap, cap or collar transaction) with respect to the PS.
14. The weighted average maturity of the PS does not exceed 120 percent of the reasonably expected economic life of the 2020 Project (within the meaning of Section 147(b) of the Code).
15. None of the proceeds of the PS will be used (directly or indirectly) to acquire any property which prior to its acquisition was used (or held for use) by a person other than a state or local governmental unit in connection with an output facility. For purposes of this Certificate, the term "output facility" means electric and gas generation, transmission, and related facilities.
16. None of the proceeds of the PS will be used (directly or indirectly) to make or finance loans to any person.
17. Not more than 10% of the proceeds of the PS will be used (directly or indirectly) in a trade or business (or to finance facilities which are used in a trade business) carried on by any person other than a governmental unit. Not more than 5% of the proceeds of the PS will be used (directly or indirectly) in a trade or business (or to finance facilities which are used in a trade or business) carried on by any person other than a governmental unit which private business use is not related to any governmental use or is disproportionate to governmental use, all as described in Section 141(b)(3) of the Code ("Unrelated or Disproportional Use"). For the purpose of this paragraph, use by a nongovernmental person as a member of the general public shall not be taken into account.
18. Paragraph 17 shall apply only if the payment of 10% or more (5% or more in the case of Unrelated or Disproportional Use) of the principal or of interest on the PS is (under the terms of such PS or any underlying arrangement) directly or indirectly secured by any interest in property used or to be used for a private business use or in payments in respect of such property or derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a private business use.
19. The Issuer reasonably expects that the 2020 Project will be owned and operated throughout the term of the PS in a manner which complies with the requirements set forth in Paragraph 17 above. The Issuer will not change the ownership or use all or any portion of the Project manner that fails to comply with Paragraph 17 above, unless it receives an opinion from nationally recognized bond counsel that such change of ownership or use will not adversely affect the exclusion of interest on the PS from the gross income for federal income tax purposes.
20. The payment of the principal or interest on the PS is not and will not be guaranteed directly or indirectly by the federal government within the meaning of Section 149(b) of the Code.
21. This Certificate is, in part, to serve as a guideline in implementing the requirements of Sections 141 to 150 of the Code. If regulations, rulings, announcements and notices validly promulgated under the Code contain requirements which differ from those outlined here

which must be satisfied for the PS to be tax-exempt or in order to avoid the imposition of penalties under Section 148 of the Code, pursuant to the covenants contained in the IPA and PS, the Issuer is obligated to take such steps as are necessary to comply with such requirements. If under those pronouncements, compliance with any of the requirements of this Certificate is not necessary to maintain the exclusion of interest on the PS from gross income and alternative minimum taxable income (except to the extent of certain adjustments applicable to corporations) or to avoid the imposition of penalties on the Issuer under Section 148 of the Code, the Issuer shall not be obligated to comply with that requirement. The Issuer has been advised to seek the advice of competent counsel with a nationally recognized expertise in matters affecting exclusion of interest on municipal bonds from gross income in fulfilling its obligations under the Code to take all steps as are necessary to maintain the tax-exempt status of the PS.

22. The Issuer will timely file a Form 8038-G relating to the PS with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").
23. The Issuer has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the PS) in the amount of more than \$10,000,000 during the current calendar year. The Issuer hereby designates the PS as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year; and acknowledges that the PS is being entered into and will only be used in connection with public purposes.
24. The Issuer has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the payments under the PS as excluded from Purchaser's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the PS to ensure compliance with such procedures
25. To the best of our knowledge, information and belief, the above expectations are reasonable.

*[Signature Page Follows]*

IN WITNESS WHEREOF, we have hereunto set our hands this April 29, 2020

CITY OF HARRODSBURG

By: 

Name: Art Freeman

Title: Mayor

*[Signature Page to Tax and Arbitrage Certificate]*



**EXHIBIT 3:**  
**FORM OF OPINION OF ISSUER'S COUNSEL**

April 29, 2020

**DAVID A. TAYLOR**  
ATTORNEY AT LAW  
119 SHORT STREET  
POST OFFICE BOX 1  
HARRODSBURG, KENTUCKY 40330  
(859) 734-2423

Holman Capital Corporation  
25201 Paseo de Alicia  
Suite 290  
Laguna Hills, CA 92653

Signature Public Funding Corp.  
600 Washington Avenue  
Suite 305  
Towson, MD 21204

Payment Schedule No. 1 under  
2020 Master Installment Purchase Agreement Financing the  
Purchase and Installation of AMI Water Meters  
in the  
Aggregate Principal Amount of \$1,556,199.68

Ladies and Gentlemen:

I have participated as counsel for the City of Harrodsburg (the "City") in connection with the issuance of Payment Schedule No. 1 (the "PS") in the amount of \$1,556,199.68 under the 2020 Master Installment Purchase Agreement dated April 29, 2020 between the City and Holman Capital Corporation (the "IPA"), pursuant to the Constitution of the Commonwealth of Kentucky, as amended, other applicable provisions of Kentucky law, and a motion duly adopted by the City Commission of the Issuer on April 27, 2020 (the "Commission Action"). Any capitalized terms used herein not otherwise defined shall have the meaning set forth in the Commission Action.

In rendering this opinion, I have examined such proceedings and records of City and made such inquiry of the City as I deem necessary.

In giving the opinions expressed below, I do not purport to be an expert in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction (including, but not limited to, the laws of the United States) other than the laws of the Commonwealth of Kentucky.

Based on such participation, examination, and inquiry, I am of the opinion, as of the date hereof, that:

1. The City is a duly formed and validly existing city of the Commonwealth of Kentucky, which makes it a body corporate and politic and a political subdivision of the Commonwealth of Kentucky, as such term is defined under the Section 103 of the Internal Revenue Code of 1986, as amended, with the full right, power, and authority to adopt the Commission Action, to issue the IPA and PS, to perform its obligations under the IPA and the PS, and under the Commission Action and to consummate the transactions contemplated by such instruments.

**DAVID A. TAYLOR**  
ATTORNEY AT LAW

2. The Commission Action was duly taken by the City Commission of the City at a duly called meeting following proper notice, and has not been otherwise amended or repealed and is in full force and effect as of the date hereof. The Commission Action, IPA and PS constitute legal, valid and binding obligations of the City enforceable in accordance with their terms.

3. The IPA and PS have been duly authorized, executed, and delivered by the City and constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms (subject only to enforceability of any remedies to any applicable bankruptcy or insolvency laws or other laws affecting creditor's rights generally, from time to time in effect).

4. The adoption of the Commission Action, and the authorization, execution, and delivery of the IPA and PS, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulations, consent, decree, ordinance, resolution, constitutional provision, or any agreement or other instrument to which the City was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery authorization or compliance result in the creation or imposition of an invalid, illegal or unauthorized lien, charge, or other security interest or encumbrance of any nature whatsoever upon any property or assets of the City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly and legally provided for in the IPA and PS.

5. All approvals, consents, authorizations and order of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligation under the IPA, PS and Commission Action have been obtained and are in full force and effect.

6. The City is lawfully empowered to acquire, complete and engage in all manners incidental to the 2020 Project and to pay associated costs of issuance.

7. There is no litigation pending or threatened, to restrain or enjoin the issuance or sale of the IPA or PS, or in any way, affecting any authority for or the validity of the IPA, the PS, the Commission Action, or the pledge of and covenants related to the Net Water Revenues.

8. Neither the corporate existence of the City, nor the title, authority or office of any present Commissioner, the Mayor, or other officials thereof to their respective office is being contested.

This opinion may be relied upon by addressees hereof as well as by their successors and assigns, but only respect to the matters expressly set forth herein.

Very truly yours,

  
David A. Taylor  
Harrodsburg City Attorney



**Form 8038-G Information Return for Tax-Exempt Governmental Bonds**  
 (Rev. September 2018)  
 Department of the Treasury  
 Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
**Caution: If the issue price is under \$100,000, use Form 8038-GC.**  
 ▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1546-0720

If Amended Return, check here

**Part I Reporting Authority**

1 Issuer's name  
 City of Harrodsburg

2 Issuer's employer identification number (EIN)  
 61-6001837

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
 208 South Main Street

5 Report number (For IRS Use Only)  
 3

6 City, town, or post office, state, and ZIP code  
 Harrodsburg, KY 40330

7 Date of issue  
 April 29, 2020

8 Name of issue  
 2020 Master Installment Purchase Agreement Sch 01 - AMI Water Meter Project

9 CUSIP number  
 None

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)  
 Art Freeman, Mayor of the City of Harrodsburg

10b Telephone number of officer or other employee shown on 10a  
 859-734-7705

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17	\$1,556,199	68
18	Other. Describe ▶	18		

19a If bonds are TANs or RANs, check only box 19a

19b If bonds are BANs, check only box 19b

20 If bonds are in the form of a lease or installment sale, check box

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/29/2027	\$ 1,556,199.68	\$ N/A - IPA	3.88 years	3.20 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$1,546,199	68
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	\$10,000	00
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29	\$10,000	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$1,556,199	68

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . ▶ \_\_\_\_\_ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . ▶ \_\_\_\_\_ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . ▶ \_\_\_\_\_

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

**Part VI Miscellaneous**

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . 36a
  - b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)
  - c Enter the name of the GIC provider ▶
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b Enter the date of the master pool bond ▶ (MM/DD/YYYY)
  - c Enter the EIN of the issuer of the master pool bond ▶
  - d Enter the name of the issuer of the master pool bond ▶
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a If the issuer has identified a hedge, check here  and enter the following information:
  - b Name of hedge provider ▶
  - c Type of hedge ▶
  - d Term of hedge ▶
- 42 If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶
  - b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the persons that I have authorized above.

<b>Signature and Consent</b>		4-28-2020	Art Freeman, Mayor
	Signature of issuer's authorized representative	Date	Type or print name and title

<b>Paid Preparer Use Only</b>	Print/type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

EXHIBIT 5:

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**BANK-QUALIFIED DESIGNATION**

The CITY OF HARRODSBURG, as issuer, (the "City") under that certain Payment Schedule No. 1 (the "PS") issued under the Master Installment Purchase Agreement (the "IPA") dated as of April 29, 2020 to which this Designation is attached, hereby designates the PS as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The City hereby represents that the City reasonably anticipates it, and other entities it controls, will not issue tax-exempt obligations (including the PS) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the PS is executed and delivered and interest commences to accrue thereunder, and that the PS is being entered into and will only be used in connection with public purposes.

This Designation is attached to and made a part of the PS and inures to the benefit of the Purchaser and its successors and/or assigns.

EXECUTED as of this April 29, 2020.

CITY OF HARRODSBURG

By: 

Name: Art Freeman  
Title: Mayor

EXHIBIT 6:

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**CLOSING MEMORANDUM ON PAYMENT SCHEDULE NO. 1**

**2020 MASTER INSTALLMENT PURCHASE AGREEMENT  
 FINANCING THE PURCHASE AND INSTALLATION OF AMI WATER METERS  
 ISSUED BY THE CITY OF HARRODSBURG TO  
 HOLMAN CAPITAL CORPORATION**

**Pre-Closing:** Pre-Closing will be held on or before April 27, 2020 as all documents will be executed and originals will be overnighted to Holman Capital Corporation, Attn: Lance Holman, 16 Starlight Isle, Ladera Ranch, California 92694, and held in trust until such time as the wires and original documents are released by the Parties.

**Closing:** By wire transfer, the morning of April 29, 2020. Counsel for each of the Parties will confirm by e-mail the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties. On the morning of April 29, 2020, Signature Public Funding Corp., as assignee of Holman Capital Corporation, will and is authorized by City to wire for the purchase of the City's Payment Schedule No. 1 issued under the 2020 Installment Purchase Agreement, per the wire transfer instructions herein, in the amount of \$1,546,199.68 in 2020 Project Proceeds to Signature Bank, as escrow agent:

Bank Name: Signature Bank  
 ABA No: 026013576  
 Account No: 1503495305  
 Account Name: City of Harrodsburg Schedule No. 1


On the morning of April 29, 2020, Signature Public Funding Corp. will and is authorized by City to pay the Costs of Issuance in the amount of \$10,000.00 to Holman Capital Corporation pursuant to the Invoice attached hereto.

Bank Name: Suncrest Bank  
 ABA No: 121144191  
 Account No: 201008281  
 Account Name: Holman Capital Corporation

**Sources and Uses of Funds:**

Par Value/Principal Amount of under Payment Schedule No. 1	\$1,556,199.68
<b>TOTAL SOURCES</b>	<b>\$1,556,199.68</b>
2020 Project Costs for Payment Schedule No. 1 Components	\$1,546,199.68
Costs of Issuance	\$10,000.00
<b>TOTAL IPA PROCEEDS</b>	<b>\$1,556,199.68</b>

CITY OF HARRODSBURG

By:   
Name: Art Freeman  
Title: Mayor

*[Signature Page to Closing Memorandum]*

**EXHIBIT 7:**

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**Insurance Certificate Provided by the City**

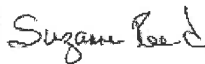
<b>CERTIFICATE OF INSURANCE</b>				DATE 4/23/2020	
<b>PRODUCER</b> KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES 100 E. VINE STREET, SUITE 800 LEXINGTON, KY 40507-3700  <b>PHONE:</b> (859)-977-3700			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> City Of Harrodsburg 208 South Main Street Harrodsburg, KY 40330  <b>ATTN:</b> Shavonna Huffman			<b>COMPANIES AFFORDING COVERAGE</b>		
			<b>COMPANY A</b> KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES		
			<b>COMPANY B</b>		
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE <input checked="" type="checkbox"/> OCCUR ___ OWNER'S & CONTRACTOR'S PROT ___ PUBLIC OFFICIALS ___ LAW ENFORCEMENT  AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS  CRIME LIABILITY ___ FORGERY OR ALTERATION ___ THEFT, DISAPPEARANCE AND DESTRUCTION  ___ PUBLIC EMPLOYEE DISHONESTY  ___ MONEY ORDERS & COUNTERFEIT PAPER CURRENCY COVERAGE  WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR:           ___ Included PARTNERS/EXECUTIVE       ___ Excluded OFFICERS AND:           ___ Excluded	LS224 2019 18375	7/1/2019	7/1/2020	GENERAL AGGREGATE            NONE PRODUCTS-COMP/OP AGG        NONE PERSONAL & ADV INJURY        INCLUDED EACH OCCURRENCE            \$ 5,000,000 FIRE DAMAGE (Any one fire)   \$ 100,000 MED EXP (Any one person)     \$ 5,000  COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident)  PROPERTY DAMAGE  LIMIT DEDUCTIBLE  LIMIT INSIDE PREMISES DEDUCTIBLE LIMIT OUTSIDE PREMISES DEDUCTIBLE  LIMIT DEDUCTIBLE LIMIT DEDUCTIBLE  STATUTORY LIMITS EACH ACCIDENT DISEASE/POLICY LIMIT  DISEASE-EACH EMPLOYEE
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> RE: Master Installment Purchase Agreement Schedule 1, dated 4/29/20 between the City of Harrodsburg and Holman Capital Corporation financing the purchase and installation of AM: Water Meters. Additional Covered Party(ies) required by written contract or permit: Holman Capital Corporation, the assignee and their directors, officers and employees.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Signature Public Funding Corporation 600 Washington Avenue, Suite 308 Townson, MD 21204			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  		

EXHIBIT 8:

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**ESCROW DEPOSIT AGREEMENT**

This **ESCROW DEPOSIT AGREEMENT** (this "**Agreement**") dated as of this 29<sup>th</sup> day of April 2020 by and among **HOLMAN CAPITAL CORPORATION** ("**Lender**"), a Delaware corporation, having its primary address at 25201 Paseo de Alicia, Ste 290, Laguna Hills, CA 92653, **CITY OF HARRODSBURG** ("**City**"), a political subdivision of the State of Kentucky, having its primary office at 208 South Main Street, Harrodsburg, KY 40330 and **SIGNATURE BANK** (the "**Escrow Agent**"), a New York state-chartered commercial bank and having an office at Signature Bank, 75 Holly Hill Lane, Greenwich, CT 06830.

**WITNESSETH:**

WHEREAS, City and Lender have entered into that certain Payment Schedule No 1 dated as of April 29, 2020 to that certain Master Installment Purchase Agreement dated as of April 29, 2020 (collectively and together with all other documents, certificates, exhibits and related documentation therewith, collectively, the "**2020 IPA**"); and

WHEREAS, the Lender has made a loan to City in the form of "2020 Project Proceeds," which are to be used to pay various costs associated with the 2020 IPA and to acquire certain items of Equipment (as such term is defined in the 2020 IPA); and

WHEREAS, Lender and City have agreed that all or a portion of the 2020 Project Proceeds shall be held in escrow upon certain terms and conditions; and

WHEREAS, Lender and City appoint the Escrow Agent as escrow agent of such escrow subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Escrow Agent accepts such appointment as escrow agent subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. Delivery of Escrow Funds.

(a) Upon execution of the 2020 IPA and delivery of all documents and completion of all conditions precedent in the 2020 IPA, the Lender will deliver, or shall cause to be delivered, to the Escrow Agent checks, internal transfers or wire transfers equal to the Initial Deposit Amount (as set forth on Schedule A hereto) and made payable to "City of Harrodsburg, Signature Bank as Escrow Agent" for the benefit of Lender and City to be held in an account at Signature Bank entitled "City of Harrodsburg 2020 IPA, Signature Bank, as Escrow Agent" having ABA No. 026013576, Account No. 1503495305 (the "**Escrow Account**").

(b) The Initial Deposit Amount that consists of good and indefeasible collected funds that are deposited into the Escrow Account is referred to as the "**Escrow Funds**." The Escrow Funds shall be



maintained and collateralized by the Escrow Agent in accordance with the written instructions provided by the City and Lender as more fully set forth on Schedule C hereto, which City represents and warrants is in accordance with all applicable laws, regulations, and rules.

(c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of these checks or any other funds delivered to Escrow Agent for deposit into the Escrow Account. If, for any reason, these checks or any other funds deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to advise Lender and City promptly thereof and return check in the manner directed in writing by Lender and City.

2. Re2020 IPA of Escrow Funds. (a) The Escrow Funds shall be paid by the Escrow Agent in accordance with the instructions, in form and substance satisfactory to the Escrow Agent, received from Lender and City, in all cases subject to Lender approval and subject to delivery of those items set forth in Section 2(b) herein, or in accordance with Lender's instructions delivered pursuant to Section 6 herein, or in absence of such instructions in accordance with the order of a court of competent jurisdiction. The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal. The Escrow Agent may act in reliance upon any instructions, court orders, notices, certifications, demands, consents, authorizations, receipts, powers of attorney or other writings delivered to it without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Upon receipt of a Payment Request Form (in substantially the form as set forth on Schedule B hereto) executed by Lender and City, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lender will send to Escrow Agent only the page or pages showing the signatures of Lender and City, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

3. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) Upon execution of this Agreement, Assignee of the Lender, Signature Public Funding Corp., shall execute and deliver to Escrow Agent Schedule A-1 hereto and City shall execute and deliver to Escrow Agent Schedule A-2 (together with Schedule A-1, each a "Certificate") hereto, for the purpose of (i) establishing the identity of each respective authorized representative(s) of the Assignee of the Lender and City entitled to singly initiate and/or confirm disbursement instructions to Escrow Agent on behalf of each such party and (ii) providing standing wire instructions for each of the Assignee of the Lender and City to be used for disbursements to said party. The Escrow Agent may act in reliance upon any signature on each Certificate believed by it to be genuine, and may assume that any person who has been designated by Assignee of Lender and City to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions, including but not limited to, those contained on each Certificate. Assignee of Lender and City may update their respective Certificate by executing and

delivering to the Escrow Agent an updated Certificate substantially in the form attached hereto as Schedule A-1 and/or Schedule A-2. Until such time as Escrow Agent shall receive an updated Certificate, Escrow Agent shall be fully protected in relying without inquiry on the current Certificate on file with Escrow Agent.

(b) The Escrow Agent may seek confirmation of disbursement instructions by telephone call back to one of the authorized representatives set forth on each Certificate, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instruction it receives, the Escrow Agent may record such call back. If the Escrow Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. Lender and City agree that the foregoing procedures constitute commercially reasonable security procedures. Escrow Agent further agrees not to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any party inconsistent with the foregoing.

(c) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(d) Lender and City, jointly and severally, agree to indemnify, release and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "Claims") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith, except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.

(e) In the event of any disagreement between or among Lender and City, or between any of them and any other person, resulting in adverse claims or demands being made to Escrow Agent in connection with the Escrow Account, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after thirty (30) days' notice to Lender and City of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this section are cumulative of all other rights which it may have by law or otherwise.

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(g) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money delivered to the Escrow Agent for the Escrow Account and deposit said checks or instruments into the Escrow Account, and (ii) disburse or refrain from disbursing the Escrow Funds as stated herein, provided that the checks or instruments received by the Escrow Agent have been collected and are available for withdrawal.

4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the City and/or the Lender a copy of the Escrow Account periodic statement, upon request in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the City and/or Lender, or their designee, upon request other deposit account information, including Account balances, by telephone or by computer communication, to the extent practicable. The City and Lender agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The City and Lender each consents to the Escrow Agent's release of such Account information to any of the individuals designated by City or Lender, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule A-1 and Schedule A-2. Further, the City and Lender have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the City and Lender agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The City and Lender each consents to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.

5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to Lender and City. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds that it has received as of the date on which it provided the notice of resignation as depository. In such event, the Escrow Agent shall not take any action until Lender and City jointly designate a banking corporation, trust company, attorney or other person as successor escrow agent. Upon receipt of such written instructions signed by Lender and City, the Escrow Agent shall promptly deliver the Escrow Funds, net of any outstanding charges, to such successor escrow agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds and any other amounts held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor escrow agent. In either case provided for in this section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. Termination.

(a) Lender and City may terminate the appointment of the Escrow Agent hereunder upon a joint written notice to Escrow Agent specifying the date upon which such termination shall take effect. In the event of such termination, Lender and City shall, within thirty (30) days of such notice, jointly appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by both Lender and City, turn over to such successor escrow agent all of the Escrow Funds; provided, however, that if Lender and City fail to appoint a successor escrow agent within such thirty (30)-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the

provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the Escrow Agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

(b) The Escrow Account shall be terminated on the "Termination Date," which shall be the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the "Anticipated Closing Date" (as such term is defined on Schedule A hereto), or (iii) unilateral written notice given by Lender of the occurrence of a default, Event of Default (as such term is defined in the 2020 IPA), Non-Appropriation (as such term is defined in the 2020 IPA) or any other termination of the 2020 IPA which results in Lender being paid less than the Prepayment Price (as such term is defined in the 2020 IPA).

(c) Unless all of the Escrow Funds deposited by Lender in the Escrow Account have been previously disbursed pursuant to Section 2 herein, on the Termination Date, Escrow Agent shall pay upon written direction from Lender all remaining moneys in the Escrow Account to Lender or its assignee for application to the Prepayment Price, including any fees, interest or premium included in the definition thereof as found in the related 2020 IPA. If any Prepayment Price does not contain a premium or penalty and this Agreement and the Escrow Account is terminated pursuant to Section 6(b) herein, then any amounts paid pursuant to this Section 6(c) shall be subject to a prepayment fee equal to three percent (3%) of such amount. Lender shall apply amounts received under this Section 6 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the 2020 IPA, then to overdue Principal and Interest on the 2020 IPA and then, in the sole discretion of Lender, either (i) to the Prepayment Price due under the 2020 IPA in the inverse order of all respective principal maturities, or (ii) proportionately to each Principal payment thereafter due under the 2020 IPA. In the event that Lender elects to apply any such amounts in accordance with clause (i) of the preceding sentence, City shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lender elects to apply such amounts in accordance with clause (ii) of this Section 6(c), Lender shall provide City with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the 2020 IPA. Capitalized terms used in this Section 6, but not defined herein, shall have the meanings given to such terms in the 2020 IPA. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 6.

## 7. Investment.

(a) If the non-interest bearing account option is selected in Schedule A hereto, all Escrow Funds received by the Escrow Agent shall be held only in non-interest bearing bank accounts at Escrow Agent.

(b) If the interest-bearing account option is selected in Schedule A hereto, the Escrow Fund shall be invested in Signature Bank's Monogram Insured Money Market Deposit Account for Business. City agrees and represents to the Escrow Agent that any interest or other income earned on the Escrow Account shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the City.

(c) The following provisions are applicable regardless of whether an interest-bearing or non-interest bearing account is elected. The City represents that it is a US person as that term is defined by IRS. The City agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon execution of this Escrow Agreement. The City understands that, in the event the City's tax identification number is incorrect or is not certified to the

Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Funds. The City agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Escrow Funds and to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Escrow Account, unless such liability is caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.

8. Security Interest. The Escrow Agent and City acknowledge and agree that the Escrow Account, the Escrow Funds, and all investments, cash, securities, and proceeds thereof are being irrevocably held by Escrow Agent for the benefit of the City and Lender subject to disbursement or return solely as set forth herein. In addition to the foregoing and should Lender's interest in the 2020 Project Proceeds be invalidated, illegal or challenged in any fashion, City hereby grants to Lender a first priority perfected security interest in the Escrow Account and Escrow Funds, and all cash, securities, investments and proceeds thereof that may, from time to time, be held in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and held for the benefit of Lender and City subject to the express terms and conditions of this Agreement. Notwithstanding the grant and conveyance of a lien and security interest in favor of the Lender and solely with respect to Claims, Fees or other actual and out-of-pocket costs that have not been previously reimbursed, Escrow Agent is hereby granted a security interest in and a lien upon the Escrow Account and Escrow Funds, which security interest and lien shall be prior to all other security interests, liens or claims against the Escrow Account, Escrow Funds, or any part thereof. The Escrow Account and Escrow Funds shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lender or City or Escrow Agent (other than Lender's and Escrow Agent's respective security interests granted hereunder).

9. Compensation. The Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a one-time "Set-Up Fee," if any, as set forth on Schedule A hereto, which fee shall be paid by Lender or City upon the signing of this Agreement. In addition, Lender and City shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that becomes due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees (collectively, and together with the Set-Up Fee, "Fees"). Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of the Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to or commensurate with the Termination Date, the Escrow Agent shall advise the City and Lender and the City and Lender shall direct all such amounts to be paid directly to Escrow Agent prior to any distribution of funds set forth in Section 6 herein

10. Regulatory Compliance.

(a) City and Lender agree to observe and comply, to the extent applicable, with all anti-money laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.

(b) City and Lender shall provide to the Escrow Agent such information as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("BSA"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. The Escrow Agent shall not make any payment of all or any portion of the Escrow Funds to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the BSA.

(c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened and from time to time as be required by the Escrow Agent's internal policies and procedures, the Escrow Agent shall be entitled to ask for such information that will allow the Escrow Agent to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "Act"), and City and Lender each agrees to provide any additional information requested by the Escrow Agent in its sole discretion in connection with the Act or any other legislation, regulation, regulatory order or published guidance to which the Escrow Agent is subject, in a timely manner.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below.

If to Lender:

Signature Public Funding Corp., as assignee of Holman Capital Corporation  
600 Washington Avenue, Suite 305  
Towson, Maryland 21204  
Attention: Donald Keough  
E-mail Address: [DKeough@signatureny.com](mailto:DKeough@signatureny.com)  
Fax No: (646) 927-4005

If to City:

City of Harrodsburg  
208 South Main Street  
Harrodsburg, KY 40330

Attention: Art Freeman  
Fax No.: 859-734-2876

If to Escrow Agent:  
Signature Bank  
75 Holly Hill Lane  
Greenwich, CT 06830  
Attention: Thomas Mooney, Group Director and Senior Vice President  
Fax No.: 646-660-4272

12. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles, and any action brought hereunder shall be brought in the courts of the State of New York, located in New York County. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(b) This Agreement sets forth the entire agreement and understanding of the parties in respect to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

13. Form of Signature. The parties hereto agree to accept a facsimile or e-mail transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided, however,* that each party who produces a facsimile or e-mail signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax, a true and correct original copy of his or her signature in first class mail, postage pre-paid, to the address of the Escrow Agent.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**CITY OF HARRODSBURG**

By:   
Name: Art Freeman  
Title: Mayor

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President and CEO

**SIGNATURE BANK**

By: \_\_\_\_\_  
Name: Thomas Mooney  
Title: Group Director and Senior Vice President

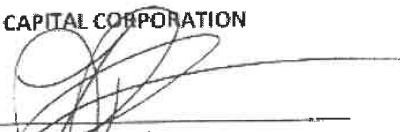
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**CITY OF HARRODSBURG**

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

**HOLMAN CAPITAL CORPORATION**

By:  \_\_\_\_\_  
Name: Lance Holman  
Title: President and CEO

**SIGNATURE BANK**

By: \_\_\_\_\_  
Name: Thomas Mooney  
Title: Group Director and Senior Vice President



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

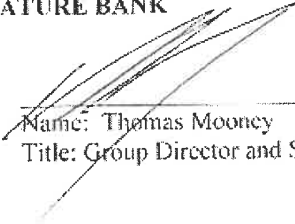
**CITY OF HARRODSBURG**

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President and CEO

**SIGNATURE BANK**

By:  \_\_\_\_\_  
Name: Thomas Mooney  
Title: Group Director and Senior Vice President

Schedule A

SPFC 2020 IPA/Account Number:	1503495305
Name of City:	City of Harrodsburg
Beneficiary Name for Fund:	City of Harrodsburg 2020 IPA, Signature Bank, as Escrow Agent
Date of Escrow Agreement:	April 29, 2020
Date of Master 2020 IPA Agreement:	April 29, 2020
City's State / Commonwealth:	Kentucky
City's Tax Identification Number:	61-6001837
Escrow Agent Fee:	\$0.00
Initial Deposit Amount:	\$1,546,199.68
Account Type:	Non-interest Bearing
Anticipated Closing Date:	September 29, 2021

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Schedule A-1

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – LENDER

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
<u>Donald Keough</u>	_____	<u>Y</u>	<u>Y</u>	<u>410-704-0027</u>	_____
<u>Rich Cumbers</u>	_____	<u>Y</u>	<u>Y</u>	<u>410-704-0026</u>	_____
<u>Tonia Lee</u>	_____	<u>Y</u>	<u>Y</u>	<u>410-704-0082</u>	_____
<u>Claire Foshee</u>	_____	<u>Y</u>	<u>Y</u>	<u>410-704-0086</u>	_____

**STANDING WIRE INSTRUCTIONS FOR LENDER**

In accordance with Section 3(a) of the Agreement disbursements to Lender by wire transfer must be sent in accordance with the following wire instructions:

Bank Name: [ ]  
 Bank Address: [ ]  
 ABA Number: [ ]  
 Account Number: [ ]  
 Account Name: [ ]

Schedule A-2

CERTIFICATE OF AUTHORIZED REPRESENTATIVES – CITY

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
Art Freeman	<i>Art Freeman</i>	Y	Y	859-734-2383 x106	
Shawonna Huffman	<i>Shawonna Huffman</i>	Y	Y	859-734-2383 x103	
Shelby Lewis	<i>Shelby Lewis</i>	Y	Y	859-734-2383 x104	

STANDING WIRE INSTRUCTIONS FOR CITY

In accordance with Section 3(a) of the Agreement disbursements to City by wire transfer must be sent in accordance with the following wire instructions:

Bank Name:   
 Bank Address:   
 ABA Number:   
 Account Number:   
 Account Name:

**Schedule B:**  
**Payment Request Form No. [ ]**

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Signature Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Deposit Agreement dated April 29, 2020 (the "Escrow Agreement"), between the City of Harrodsburg ("City"), Holman Capital Corporation ("Lender"), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Signature Public Funding Corp., all references herein to "Lender" shall mean Signature Public Funding Corp.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to City). The components described below are part or all of the 2020 Project purchased pursuant to Payment Schedule No. 1 dated as of April 29, 2020 to that certain Master Installment Purchase Agreement dated as of April 29, 2020 (collectively, the "2020 IPA"), between Lender and City:

QUANTITY	DESCRIPTION OF COMPONENTS OF 2020 PROJECT	AMOUNT	PAYEE
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City hereby certifies and represents to and agrees with Lender as follows with respect to the components of the 2020 Project described above: (i) the components has been delivered to the location(s) set forth in the 2020 IPA; (ii) a present need exists for the 2020 Project and components acquired hereunder, which need is not temporary or expected to diminish in the near future; (iii) the 2020 Project and components hereunder are essential to and will be used by City only for the purpose of performing one or more governmental functions of City consistent with the permissible scope of City's authority; (iv) the estimated useful life of the components and 2020 Project based upon the manufacturer's representations and City's projected needs is not less than the term of the 2020 IPA; (v) City has conducted such inspection and/or testing of the components as it deems necessary and appropriate and hereby acknowledges that it accepts the components for all purposes as of the date of this Certificate; (vi) the components and 2020 Project are covered by insurance in the types and amounts required by the 2020 IPA; (vii) no default or Event of Default, as those terms are defined in the 2020 IPA, and no event that with the giving of notice or lapse of time or both, would become a default or Event of Default, has occurred and is continuing on the date hereof; and (viii) sufficient amounts of Net Water Revenues of the City are available for the payment of all Installment Payments or other amounts due under the 2020 IPA during City's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the components of the 2020 Project set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

*{Remainder of page intentionally left blank}*

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the components described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by City with Lender constitute all of the Equipment subject to the 2020 IPA.

Date: \_\_\_\_\_

**Approved:**

SIGNATURE PUBLIC FUNDING CORP., as Lender

CITY OF HARRODSBURG, as City

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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NOTICE AND ACKNOWLEDGEMENT OF  
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("*Corporation*"), City of Harrodsburg ("*City*"), and Signature Public Funding Corp. ("*Escrow Agent*") have entered into an Escrow Deposit Agreement dated April 29, 2020 (the "*Escrow Agreement*"), pursuant to which Corporation has deposited cash into the Escrow Fund established thereunder, which funds are to be used by City to pay the Issuance Costs and acquire/complete the 2020 Project.


Escrow Agent is hereby notified that Corporation has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Signature Public Funding Corp. ("*Assignee*"), including, in particular, but without limitation, Corporation's security interest in the Escrow Fund and Corporation's right to approve all payment requests submitted by City.

Date: April 29, 2020

**CORPORATION:**  
HOLMAN CAPITAL CORPORATION

**CITY:**  
CITY OF HARRODSBURG

By: \_\_\_\_\_  
Name: Lance S. Holman  
Title: President & CEO

By:   
Name: Art Freeman  
Title: Mayor

Acknowledged:

**ESCROW AGENT:**  
SIGNATURE PUBLIC FUNDING CORP.

By: \_\_\_\_\_  
Name: Don Keough  
Title: Senior Managing Director

**NOTICE AND ACKNOWLEDGEMENT OF  
ASSIGNMENT OF ESCROW AGREEMENT**


Holman Capital Corporation ("*Corporation*"), City of Harrodsburg ("*City*"), and Signature Public Funding Corp. ("*Escrow Agent*") have entered into an Escrow Deposit Agreement dated April 29, 2020 (the "*Escrow Agreement*"), pursuant to which Corporation has deposited cash into the Escrow Fund established thereunder, which funds are to be used by City to pay the Issuance Costs and acquire/complete the 2020 Project.

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Date: April 29, 2020

**CORPORATION:  
HOLMAN CAPITAL CORPORATION**

**CITY:  
CITY OF HARRODSBURG**

By:   
Name: Lance S. Holman  
Title: President & CEO

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

Acknowledged:

**ESCROW AGENT:  
SIGNATURE PUBLIC FUNDING CORP.**

By: \_\_\_\_\_  
Name: Don Keough  
Title: Senior Managing Director

**NOTICE AND ACKNOWLEDGEMENT OF  
ASSIGNMENT OF ESCROW AGREEMENT**

Holman Capital Corporation ("*Corporation*"), City of Harrodsburg ("*City*"), and Signature Public Funding Corp. ("*Escrow Agent*") have entered into an Escrow Deposit Agreement dated April 29, 2020 (the "*Escrow Agreement*"), pursuant to which Corporation has deposited cash into the Escrow Fund established thereunder, which funds are to be used by City to pay the Issuance Costs and acquire/complete the 2020 Project.

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Date: April 29, 2020

**CORPORATION:**  
HOLMAN CAPITAL CORPORATION

**CITY:**  
CITY OF HARRODSBURG

By: \_\_\_\_\_  
Name: Lance S. Holman  
Title: President & CEO

By: \_\_\_\_\_  
Name: Art Freeman  
Title: Mayor

Acknowledged:

**ESCROW AGENT:**  
SIGNATURE PUBLIC FUNDING CORP.

By:   
Name: Don Keough  
Title: Senior Managing Director

Schedule C:  
**Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys**

The undersigned acknowledges and agrees that all moneys belonging to the City and Lender and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). City and Lender represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the applicable Kentucky Revised Statutes and Kentucky Administrative Regulations/Other States.


IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LENDER:  
HOLMAN CAPITAL CORPORATION

By: \_\_\_\_\_  
Lance Holman  
President and CEO

Date: \_\_\_\_\_

CITY:  
CITY OF HARRODSBURG

By:  \_\_\_\_\_  
Art Freeman  
Mayor

Date: 4-28-2020

ESCROW AGENT:  
SIGNATURE BANK

By: \_\_\_\_\_  
Thomas Mooney  
Group Director & Senior Vice President

Date: \_\_\_\_\_

**Schedule C:**  
**Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys**

The undersigned acknowledges and agrees that all moneys belonging to the City and Lender and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). City and Lender represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the applicable Kentucky Revised Statutes and Kentucky Administrative Regulations/Other States.

IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LENDER:  
HOLMAN CAPITAL CORPORATION

By: \_\_\_\_\_  
Lance Holman  
President and CEO

Date: \_\_\_\_\_

CITY:  
CITY OF HARRODSBURG

By: \_\_\_\_\_  
Art Freeman  
Mayor

Date: \_\_\_\_\_

ESCROW AGENT:  
SIGNATURE BANK

By: \_\_\_\_\_  
Thomas Mooney  
Group Director & Senior Vice President

Date: \_\_\_\_\_

**Schedule C:**  
**Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys**

The undersigned acknowledges and agrees that all moneys belonging to the City and Lender and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). City and Lender represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the applicable Kentucky Revised Statutes and Kentucky Administrative Regulations/Other States.

IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LENDER:  
HOLMAN CAPITAL CORPORATION

CITY:  
CITY OF HARRODSBURG


By: \_\_\_\_\_  
Lance Holman  
President and CEO

By: \_\_\_\_\_  
Art Freeman  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ESCROW AGENT:  
SIGNATURE BANK

By: \_\_\_\_\_  
  
Thomas Mooney  
Group Director & Senior Vice President

Date: \_\_\_\_\_

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**ASSIGNMENT AGREEMENT**

between the

**HOLMAN CAPITAL CORPORATION**

and

**SIGNATURE PUBLIC FUNDING CORP.**

**Dated: April 29, 2020**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated April 29, 2020 (the "Assignment Agreement"), made by Holman Capital Corporation, a corporation duly organized and validly existing under the laws of the State of Delaware (the "Corporation"), and accepted by Signature Public Funding Corp., a corporation duly organized and validly existing under the laws of the State of New York (the "Investor"):

### WITNESSETH:

WHEREAS, the Corporation and City of Harrodsburg (the "Issuer"), have executed and entered into the Master Installment Purchase Agreement dated April 29, 2020 (the "Master") and Payment Schedule No. 1 dated April 29, 2020 (the "Payment Schedule," together with the Master and all certificates and closing documents thereto, collectively, the "IPA"), whereby the Corporation has agreed to finance the Issuer's 2020 AMI - Water Meter Project;

WHEREAS, under and pursuant to the IPA, the Issuer is obligated to make Installment Payments, as defined therein, to the Corporation;

WHEREAS, the Corporation desires to assign without recourse all of its rights to receive the Installment Payments scheduled to be paid by the Issuer under and pursuant to the IPA to the Investor;

WHEREAS, in consideration of such assignment, upon closing of the IPA, the Investor shall deposit with Signature Bank, as Escrow Agent, for the benefit of the Issuer the sum of \$1,546,199.68 in satisfaction of the Corporation's obligations under the IPA, and to Corporation the sum of \$46,664.61, inclusive of the issuance costs in the amount of \$10,000.00 to be paid to Corporation from the sale proceeds; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Corporation hereby transfers, assigns and sets over to the Investor all of the Corporation's rights, title and interest in and to, but not its obligations under, (a) the Master (but solely with respect to the Payment Schedule), (b) the Payment Schedule, and (3) all certificates and exhibits deliverables provided in connection with the Payment Schedule, including, in particular, but without limitation:

- (1) the right to receive and collect all of the Installment Payments and other amounts due from the Issuer under the IPA;
- (2) the right to take all actions and give all consents under the IPA; and
- (3) the right to exercise such rights and remedies conferred on the Corporation pursuant



to the IPA as may be necessary or convenient (i) to enforce payment of the Installment Payments or any other obligations of the Issuer under the IPA, or (ii) otherwise to protect the interests of the Investor (as assignee of the Corporation) in the event of default by the Issuer under the IPA;

(b) the Escrow Agreement dated April 29, 2020 between Signature Bank, as Escrow Agent, the Corporation, and the Issuer, and all amounts credited to and investments in the Escrow Fund;

(c) all other contracts and documents related to the Master IPA, including (without limitation) those listed on the attached Schedule A (all of the foregoing together with the Master, Payment Schedule, and Escrow Agreement being collectively referred to herein as the "IPA Documents"); and

(d) all other collateral, rights and remedies described in the IPA Documents. The Master, Payment Schedule, the Escrow Agreement, the other IPA Documents, and all of the Corporation's rights therein are hereinafter collectively referred to as the "Assigned Property."

Section 2. Acceptance. The Investor hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional sale and assignment to the Investor and is not intended as a loan by the Investor to the Corporation. Accordingly, in the event of bankruptcy of the Corporation, the Assigned Property and the Escrow Fund shall not be part of the Corporation's estate. However, if the above assignment is deemed to be a loan by the Investor to the Corporation, then the Corporation shall be deemed to have granted to the Investor, and hereby grants to the Investor, a continuing first priority security interest in the Assigned Property and the Escrow Fund and all proceeds thereof as collateral security for all obligations of the Corporation hereunder and all obligations of the Issuer under the IPA, the Escrow Agreement, and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

Section 3. Representations, Warranties, and Agreements. (A) The Corporation represents and warrants to and agrees with the Investor that:

(a) the Corporation is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, with corporate powers and authority to own its property and carry on its business as now being conducted. The Corporation has all licenses (except where the failure to have such licenses would not have a material adverse effect on the Corporation or on Investor's ability to enforce the IPA Documents and its rights and remedies thereunder) necessary to own its property and carry on its business as now being conducted;

(b) the Corporation has full power, authority and legal right to enter into and perform its obligations under the IPA Documents and this Assignment Agreement, and the execution, delivery and performance thereof have been duly authorized by all necessary corporate actions on the part of the Corporation do not require any stockholder approval or the approval or consent of any third party or such required approvals and consents have heretofore been duly obtained;

(c) the execution, delivery and performance of the IPA Documents and this Assignment Agreement do not contravene any provision of the Certificate of Incorporation or Bylaws or the Corporation and do not and will not result in any breach of or constitute a default under any

indenture, mortgage, contract, agreement or instrument to which Corporation is a party or by which it or its property is bound;

(d) the Corporation has good title to the IPA Documents, all rights, remedies and title in the Project, and the Escrow Agreement and good right to sell and transfer the same;

(e) assuming due and valid execution on the part of the Issuer, the IPA Documents create a valid, binding and legally enforceable obligation arising out of a bona fide agreement with the Issuer in the ordinary course of business;

(f) the IPA Documents contain or describe the entire agreement and all material documents made or given in connection with the IPA and Escrow Agreement, and no representations or inducements not contained in the IPA Documents have been made or given by the Corporation;

(g) a certified, true test copy of the Master, the original counterpart of the Payment Schedule constituting chattel paper, and original counterparts of all other IPA Documents have been (or will be on a post-closing basis) delivered to the Investor, and there are no other executed counterparts thereof, and, by virtue of delivery of the executed chattel paper original of the Payment Schedule and other IPA Documents by the Corporation to the Investor, the Investor has obtained all of the Corporation's right, title, and interest in and to the IPA and Escrow Agreement;

(h) the Assigned Property and the Escrow Fund are each free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed created by or arising through the Corporation, except those created by the IPA Documents;

(i) to the best of the Corporation's knowledge after due inquiry, all statements of fact and unpaid balances shown in the IPA are true and correct;

(j) the Master, Payment Schedule, other IPA Documents, Escrow Agreement, and this Assignment Agreement have been duly authorized, executed and delivered by the Corporation, are in full force and effect and constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally and subject to the availability of equitable remedies;

(k) to the best of the Corporation's knowledge after due inquiry and based, in part, on the representations of the Issuer and its counsel, the Corporation has complied, and the IPA and other IPA Documents comply, with all applicable Federal, State and municipal laws, rules or regulations having the force of law as the same are applicable to the Corporation and/or the transactions evidenced by the IPA Documents;

(l) the Issuer has no right to prepay except as expressly provided in the IPA;

(m) the Corporation has subordinated to the Investor all liens and/or encumbrances (statutory and/or otherwise), if any, that the Corporation may have acquired and/or asserted against the 2020 Project or other collateral described in the IPA Documents;

(n) the IPA Documents, the 2020 Project, Escrow Fund created under the Escrow Agreement, and all other collateral and documents that are the subject of this Assignment Agreement have not been and will not be pledged, assigned or otherwise encumbered by Corporation to any person other than the Investor;

(o) the Corporation shall have no authority to and will not, without the Investor's prior written consent, accept payment of any sum hereafter due under the IPA or Escrow Agreement or modify the terms of any IPA Document;

(p) the Investor may, in the name of the Corporation, endorse any remittances received with respect to the IPA or the Escrow Agreement;

(q) the Investor is given express permission to release, on terms satisfactory to it or by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Issuer or any other persons obligated on the IPA Documents or accompanying guarantee or surety contracts, if any, or to agree to substitution of such persons, or to agree to the substitution or release of the 2020 Project, as defined in the IPA, or any collateral, or to grant any other indulgences, without affecting the obligations of the Corporation hereunder, provided that such actions are made in good faith and in a commercially reasonable manner;

(r) the Corporation has the requisite authority to execute and deliver this Assignment Agreement and has taken all necessary action to effect this Assignment Agreement. In the event of a default by the Issuer under the IPA, the Investor shall have the unrestricted right to exercise all applicable rights or remedies set forth in the IPA and to apply any monies contained in the Escrow Fund, subject only to the provisions of the IPA Documents, all applicable laws, and the Uniform Commercial Code;

(s) to the best of the Corporation's knowledge after due inquiry, there is no dispute between the Issuer and any contractor, consultant vendor or supplier of the 2020 Project relating to the performance of such person or entity under its contract to manufacture, deliver or furnish labor or materials on the 2020 Project. The Issuer has not failed to accept, or failed to provide a certificate of acceptance with respect to, any part of the 2020 Project or equipment delivered to it; and

(t) assuming due and valid execution by the Issuer, the IPA is in full force and effect, there is currently no default in payments to be made by the Issuer pursuant thereto, the Issuer has asserted no set-off, counterclaim or defense with respect to its obligations to perform in accordance with the terms of the IPA, and to the best of the Corporation's knowledge after due inquiry there has been no default in the performance of any other material obligation thereunder or breach of any other material term therein by the Issuer.

(B) Indemnification. If the Corporation materially breaches any of the representations, warranties or agreements herein contained and, in the case of a breach that cannot be remedied in the Investor's reasonable opinion, such breach remains unremedied for at least 30 days after the Corporation receives written notice thereof from the Investor, the Corporation will indemnify and hold the Investor harmless from any loss, damage or expense (including but not limited to reasonable attorney fees and the expenses of collection, repossession, transportation, storage and insurance in enforcing its rights under the Master

IPA Documents or hereunder, but excluding incidental or consequential damages) incurred by the Investor as a result of the breach of representation, warranty or agreement. Any sum not paid by the Corporation to the Investor when due will accrue late charges at the rate of 18% per annum, but only to the extent permitted by law. The obligations set forth in this section shall be limited to the amount paid to the Corporation by the Investor for the assigned transaction.

Section 4. Covenants. (A) Nonimpairment of IPA. The Corporation agrees that it (1) shall not have any right to amend, modify, compromise, refinance, terminate or permit prepayment of any IPA Document, and (2) shall not take any action that may impair the payment of Installment Payments or other amounts due under the IPA or the validity or enforceability of any IPA Document.

(B) Installment Payments. If the Corporation receives any Installment Payments or other amount due under the IPA Documents, then the Corporation shall receive such payments in trust for the Investor and shall immediately deliver the same to the Investor in the form received, either duly endorsed by the Corporation for deposit by the Investor, or sent in good and indefeasible funds via wire transfer.

(C) Delivery of IPA Documents. On the date of this Assignment Agreement (except as otherwise noted herein), the Corporation shall deliver to the Investor, each in form and substance acceptable to the Investor, the documents more fully set forth on Schedule A hereto.

(D) Further Assurances. The Corporation shall execute and deliver to the Investor such documents, in form and substance reasonably satisfactory to the Investor, and the Corporation shall take such other actions, as the Investor may reasonably request from time to time to evidence, perfect, maintain, and enforce the Investor's rights in the Assigned Property and/or to enforce or exercise the Investor's title to and rights or remedies under the IPA and Escrow Agreement.

Section 5. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Assignment Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Assignment Agreement shall be affected thereby, and each provision of this Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute but one and the same instrument.

Section 7. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the IPA.

Section 8. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first referenced above.

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: Lance Holman  
Title: President and CEO

**SIGNATURE PUBLIC FUNDING CORP.**

By:   
Name: Donald S. Keough  
Title: Senior Managing Director

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first referenced above.

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_

Name: Lance Holman

Title: President and CEO

**SIGNATURE PUBLIC FUNDING CORP.**

By: \_\_\_\_\_

Name: Donald S. Keough

Title: Senior Managing Director

**SCHEDULE A TO ASSIGNMENT AGREEMENT**

ASSIGNMENT FROM: Holman Capital Corporation

TO: Signature Public Funding Corp.

The IPA Documents to be provided by the Corporation to the Investor in connection with the Assignment of that certain the Master Installment Purchase Agreement and Payment Schedule No. 1 dated April 29, 2020 issued by the City of Harrodsburg, KY, include (without limitation) the following:

Document	Copy or Original	Closing or Post-Closing
2020 Master Installment Purchase Agreement	Certified Copy	Closing
Exhibit A- Description of 2020 Project to Payment Schedule No. 1	Original	Closing
Exhibit B- Payment Schedule No. 1	Chattel Paper Original	Closing
Minutes of March 9, 2020 City Commission meeting	Copy	Received
Minutes of April 27, 2020 City Commission meeting	Copy	Closing
Exhibit 1 to Payment Schedule No. 1 – General Certificate of the City	Original	Closing
Exhibit 2 to Payment Schedule No. 1 – Tax Agreement and Arbitrage Certificate	Original	Closing
Exhibit 3 to Payment Schedule No. 1 – Opinion of Issuer’s Counsel	Original	Closing
Exhibit 4 to Payment Schedule No. 1 – Form 8038-G & proof of filing	Copy	Closing
Exhibit 5 to Payment Schedule No. 1 – Bank Qualified Certificate	Original	Closing
Exhibit 6 to Payment Schedule No. 1 – Closing Memorandum	Original	Closing
Exhibit 7 to Payment Schedule No. 1 – Insurance Certificate	Copy	Closing
Exhibit 8 to Payment Schedule No. 1 – Escrow Agreement, together with related exhibits	2 Originals	Closing
Assignment Agreement with Schedule A thereto.	Original	Closing
Notice and Acknowledgement of Assignment	Original	Post-Closing

**Form W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax returns). Name is required on this line; do not leave this line blank.  
City of Harrodsburg

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C, S corporation, P, Partnership) ▶

Other (see instructions) ▶ Government

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 Applies to certain multi-state entities (see 012)

5 Address (number, street, and apt. or suite no.; See instructions).  
208 South Main Street

6 City, state, and ZIP code.  
Harrodsburg KY 40330

7 List account number(s) here (opt. only)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

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or

**Employer identification number**

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61-6001837

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Shawonna Huffman Date ▶ 04-23-2020  
city clerk

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What's backup withholding*, later.



By signing this filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantively similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the instructions for Part II for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1063 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Form W-9 (Rev. 10-2014)

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant.** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code(s) in the space on line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(a)(9)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(c)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form. If you are uncertain if the financial institution is subject to these requirements, a requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(9)(F)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NFW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

Form W-9 (Rev. 10-2018)

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method (see Regulations section 1.671-4(b)(2)(ii)(G))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 9862 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4400 or submit Form 14033.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Form W-9 (Rev. 10-2018)

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4336). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

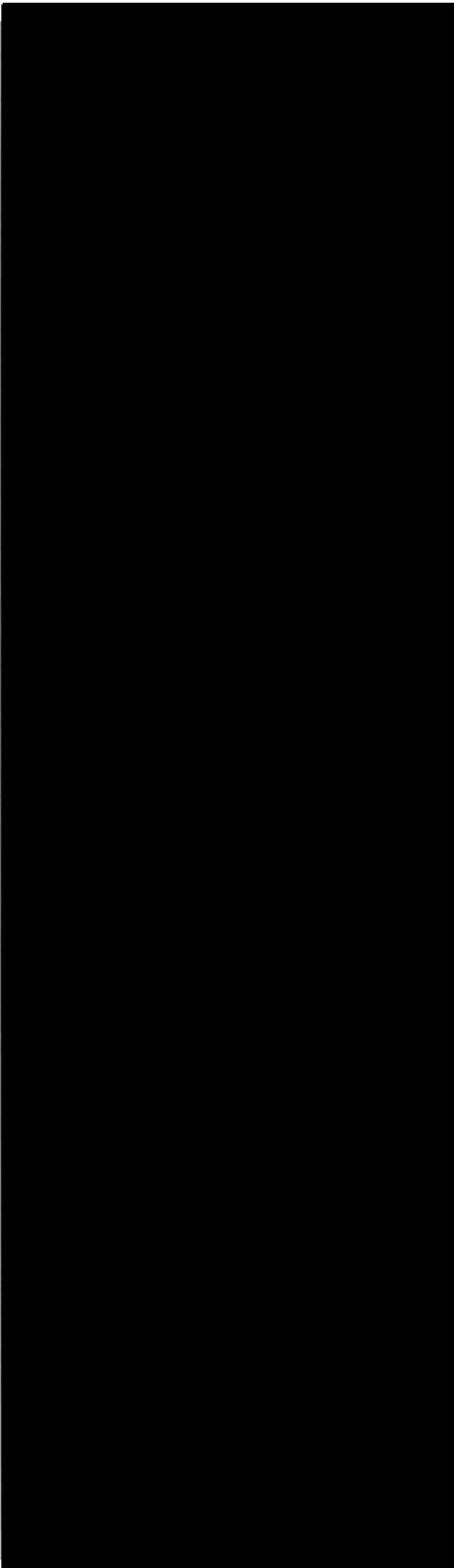
**Commission Staff 1-8:**

List all persons on Harrodsburg's payroll as of June 30, 2021, and those currently employed. For each employee, state their job duties, total wages paid during the fiscal year, current salary or wage rate, and the percentage of work hours spent performing duties for each city division (e.g., water, sewer, police department, public works) during the fiscal year. Include the date the employee was hired and if applicable the employee's termination date. If Harrodsburg's records do not permit the allocation of an employee's work hours among city divisions, provide an estimate for each employee and explain how Harrodsburg derived the estimate.

**Response:** See attached documents: DR 1-08 FY20-21 Total Wages, DR 1-08 FY21-22 Total Wages, DR 1-08 FY22-23 To Date Total Wages, DR 1-08 Job Descriptions, and DR 1-08 Wage Rate, Job Title, Hire Date, Termination Date, Percentage of Hours Worked.

Any allocated percentage is noted on the documents; however, the City's FY21 Audit allocated employees in the Water and Sewer Maintenance division to be 55% to Water and 45% to Sewer based on the approximate revenue from each system. Harrodsburg is only including information for employees who are assigned to the following divisions: Water Administration, Water Operations, Sewer Operations, and Water and Sewer Maintenance.

**Witness:** Shelby Lewis, Human Resources



Department: 101Wtra

Employee No: KAYSAMYTOM Name: Amy Tomas Kays Huffman Department: 101Wtra

Period: 6/20/2020 - 6/18/2021

Total for Employee No: KAYSAMYTOM

Federal Gross:	44,912.69	State Gross:	44,912.69	FICA Gross:	44,912.69	Medicare Gross:	44,912.69	Other Gross:	44,912.69
Retirement Gross:	44,912.69	FLSA Gross:	40,558.19	Gross Wages:	44,912.69	Net Amount:	44,912.69	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	44,912.69				

Employee No: KIDDANGELA Name: Angela Mae Kidd Department: 101Wtra

Period: 6/20/2020 - 6/18/2021

Total for Employee No: KIDDANGELA

Federal Gross:	36,208.51	State Gross:	36,208.51	FICA Gross:	36,208.51	Medicare Gross:	36,208.51	Other Gross:	36,208.51
Retirement Gross:	36,208.51	FLSA Gross:	31,150.45	Gross Wages:	36,208.51	Net Amount:	36,208.51	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	36,208.51				

Total for Department: 101Wtra

Federal Gross:	81,121.20	State Gross:	81,121.20	FICA Gross:	81,121.20	Medicare Gross:	81,121.20	Other Gross:	81,121.20
Retirement Gross:	81,121.20	FLSA Gross:	71,708.64	Gross Wages:	81,121.20	Net Amount:	81,121.20	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	81,121.20	Employee Count:	2 (2 Female, 0 Male)		

Department: 102WTP

Employee No: BAKLAWRDUWA Name: Lawrence Duane Baker Department: 102WTP

Period: 6/20/2020 - 6/18/2021

**Total for Employee No: BAKLAWRDU**  
 Federal Gross: 50,001.42 State Gross: 50,001.42 FICA Gross: 50,001.42 Medicare Gross: 50,001.42 Other Gross: 50,001.42  
 Retirement Gross: 50,001.42 FLSA Gross: 8,749.05 Gross Wages: 50,001.42 Net Amount: 50,001.42 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 50,001.42

**Employee No: BOSWMARW** Name: Mark Wayne Boswell Department: 102WTP Period: 6/20/2020 - 6/18/2021  
**Total for Employee No: BOSWMARW**  
 Federal Gross: 41,773.74 State Gross: 41,773.74 FICA Gross: 41,773.74 Medicare Gross: 41,773.74 Other Gross: 41,773.74  
 Retirement Gross: 41,773.74 FLSA Gross: 35,760.69 Gross Wages: 41,773.74 Net Amount: 41,773.74 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 41,773.74

**Employee No: CARTRICHL** Name: Richard L Carter Department: 102WTP Period: 6/20/2020 - 6/18/2021  
**Total for Employee No: CARTRICHL**  
 Federal Gross: 49,948.86 State Gross: 49,948.86 FICA Gross: 49,948.86 Medicare Gross: 49,948.86 Other Gross: 49,948.86  
 Retirement Gross: 49,948.86 FLSA Gross: 43,536.78 Gross Wages: 49,948.86 Net Amount: 49,948.86 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 49,948.86

**Employee No: COHENBRIT** Name: Brittney Morgan Cooch-Henson Department: 102WTP Period: 6/20/2020 - 6/18/2021  
**Total for Employee No: COHENBRIT**  
 Federal Gross: 32,378.67 State Gross: 32,378.67 FICA Gross: 32,378.67 Medicare Gross: 32,378.67 Other Gross: 32,378.67  
 Retirement Gross: 32,378.67 FLSA Gross: 31,956.00 Gross Wages: 32,378.67 Net Amount: 32,378.67 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 32,378.67

**Employee No: HAZELAYA** Name: Layne A Hazelwood Department: 102WTP Period: 6/20/2020 - 3/19/2021  
**Total for Employee No: HAZELAYA**  
 Federal Gross: 7,608.79 State Gross: 7,608.79 FICA Gross: 7,608.79 Medicare Gross: 7,608.79 Other Gross: 7,608.79  
 Retirement Gross: 7,608.79 FLSA Gross: 7,608.79 Gross Wages: 7,608.79 Net Amount: 7,608.79 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 7,608.79

**Employee No: JOHNKEITH** Name: Keith Andrew Johnson Department: 102WTP Period: 10/17/2020 - 6/18/2021  
**Total for Employee No: JOHNKEITH**  
 Federal Gross: 17,500.01 State Gross: 17,500.01 FICA Gross: 17,500.01 Medicare Gross: 17,500.01 Other Gross: 17,500.01  
 Retirement Gross: 17,500.01 FLSA Gross: 17,500.01 Gross Wages: 17,500.01 Net Amount: 17,500.01 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 17,500.01

**Employee No: MESSKEVIN** Name: Kevin T Messer Department: 102WTP Period: 6/20/2020 - 6/18/2021  
**Total for Employee No: MESSKEVIN**  
 Federal Gross: 31,073.77 State Gross: 31,073.77 FICA Gross: 31,073.77 Medicare Gross: 31,073.77 Other Gross: 31,073.77  
 Retirement Gross: 31,073.77 FLSA Gross: 27,641.93 Gross Wages: 31,073.77 Net Amount: 31,073.77 Retirement 2 Gross: 0.00  
 Deductions: 0.00 Benefits: 0.00 Total Cost: 31,073.77



<b>Employee No:</b> MOSSMASONM	<b>Name:</b> Mason M Moss	<b>Department:</b> 102WTP	<b>Period:</b> 6/20/2020 - 6/18/2021
<b>Total for Employee No:</b> MOSSMASONM			
Federal Gross:	43,549.41	FICA Gross:	43,549.41
Retirement Gross:	43,549.41	Gross Wages:	43,549.41
Deductions:	0.00	Total Cost:	43,549.41
		Medicare Gross:	43,549.41
		Net Amount:	43,549.41
		Other Gross:	43,549.41
		Retirement 2 Gross:	0.00
<b>Employee No:</b> VANWBRET	<b>Name:</b> Bret Davis VanWinkle	<b>Department:</b> 102WTP	<b>Period:</b> 1/2/2021 - 6/18/2021
<b>Total for Employee No:</b> VANWBRET			
Federal Gross:	13,440.00	FICA Gross:	13,440.00
Retirement Gross:	13,440.00	Gross Wages:	13,440.00
Deductions:	0.00	Total Cost:	13,440.00
		Medicare Gross:	13,440.00
		Net Amount:	13,440.00
		Other Gross:	13,440.00
		Retirement 2 Gross:	0.00
<b>Employee No:</b> -	<b>Name:</b> -	<b>Department:</b> 102WTP	<b>Period:</b> -
<b>Total for Employee No:</b> -			
Federal Gross:	1,948.86	FICA Gross:	1,948.86
Retirement Gross:	1,948.86	Gross Wages:	1,948.86
Deductions:	0.00	Total Cost:	1,948.86
		Medicare Gross:	1,948.86
		Net Amount:	1,948.86
		Other Gross:	1,948.86
		Retirement 2 Gross:	0.00
<b>Total for Department:</b> 102WTP			
Federal Gross:	289,223.53	FICA Gross:	289,223.53
Retirement Gross:	289,223.53	Gross Wages:	289,223.53
Deductions:	0.00	Total Cost:	289,223.53
		Medicare Gross:	289,223.53
		Net Amount:	289,223.53
		Other Gross:	289,223.53
		Retirement 2 Gross:	0.00
		Employee Count:	10 (1 Female, 9 Male)
<b>Department:</b> 104WWTP			
<b>Employee No:</b> GIBSAUSTK	<b>Name:</b> Austin Kent Gibson	<b>Department:</b> 104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021
<b>Total for Employee No:</b> GIBSAUSTK			
Federal Gross:	38,162.17	FICA Gross:	38,162.17
Retirement Gross:	38,162.17	Gross Wages:	38,162.17
Deductions:	0.00	Total Cost:	38,162.17
		Medicare Gross:	38,162.17
		Net Amount:	38,162.17
		Other Gross:	38,162.17
		Retirement 2 Gross:	0.00
<b>Employee No:</b> GOWINSCODY	<b>Name:</b> Cody Allen Gowins	<b>Department:</b> 104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021
<b>Total for Employee No:</b> GOWINSCODY			
Federal Gross:	49,024.55	FICA Gross:	49,024.55
Retirement Gross:	49,024.55	Gross Wages:	49,024.55
Deductions:	0.00	Total Cost:	49,024.55
		Medicare Gross:	49,024.55
		Net Amount:	49,024.55
		Other Gross:	49,024.55
		Retirement 2 Gross:	0.00
<b>Employee No:</b> GOWITONA	<b>Name:</b> Tony A Gowins	<b>Department:</b> 104WWTP	<b>Period:</b> 6/20/2020 - 3/12/2021

<b>Total for Employee No: GOWJTONA</b>									
Federal Gross:	9,576.00	State Gross:	9,576.00	FICA Gross:	9,576.00	Medicare Gross:	9,576.00	Other Gross:	9,576.00
Retirement Gross:	9,576.00	FLSA Gross:	9,576.00	Gross Wages:	9,576.00	Net Amount:	9,576.00	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	9,576.00				
<b>Employee No:</b>	<b>HARMYREUGE</b>	<b>Name:</b>	Myron Eugenc Harmon	<b>Department:</b>	104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021			
<b>Total for Employee No: HARMYREUGE</b>									
Federal Gross:	37,030.48	State Gross:	37,030.48	FICA Gross:	37,030.48	Medicare Gross:	37,030.48	Other Gross:	37,030.48
Retirement Gross:	37,030.48	FLSA Gross:	33,418.22	Gross Wages:	37,030.48	Net Amount:	37,030.48	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	37,030.48				
<b>Employee No:</b>	<b>HUMPIOSM</b>	<b>Name:</b>	Joseph M Humphrey	<b>Department:</b>	104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021			
<b>Total for Employee No: HUMPIOSM</b>									
Federal Gross:	44,175.41	State Gross:	44,175.41	FICA Gross:	44,175.41	Medicare Gross:	44,175.41	Other Gross:	44,175.41
Retirement Gross:	44,175.41	FLSA Gross:	40,865.02	Gross Wages:	44,175.41	Net Amount:	44,175.41	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	44,175.41				
<b>Employee No:</b>	<b>MOORERICR</b>	<b>Name:</b>	Eric Ray Moore	<b>Department:</b>	104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021			
<b>Total for Employee No: MOORERICR</b>									
Federal Gross:	49,714.79	State Gross:	49,714.79	FICA Gross:	49,714.79	Medicare Gross:	49,714.79	Other Gross:	49,714.79
Retirement Gross:	49,714.79	FLSA Gross:	42,393.85	Gross Wages:	49,714.79	Net Amount:	49,714.79	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	49,714.79				
<b>Employee No:</b>	<b>REEDJAMES</b>	<b>Name:</b>	James Edward Reed II	<b>Department:</b>	104WWTP	<b>Period:</b> 6/20/2020 - 6/18/2021			
<b>Total for Employee No: REEDJAMES</b>									
Federal Gross:	49,939.20	State Gross:	49,939.20	FICA Gross:	49,939.20	Medicare Gross:	49,939.20	Other Gross:	49,939.20
Retirement Gross:	49,939.20	FLSA Gross:	8,554.40	Gross Wages:	49,939.20	Net Amount:	49,939.20	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	49,939.20				
<b>Total for Department: 104WWTP</b>									
Federal Gross:	277,622.60	State Gross:	277,622.60	FICA Gross:	277,622.60	Medicare Gross:	277,622.60	Other Gross:	277,622.60
Retirement Gross:	277,622.60	FLSA Gross:	214,607.07	Gross Wages:	277,622.60	Net Amount:	277,622.60	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	277,622.60	Employee Count:	7 (0 Female, 7 Male)		
<b>Department:</b>		<b>Name:</b>	...	<b>Department:</b>	106WSM	<b>Period:</b> 6/20/2020 - 4/23/2021			

<b>Total for Employee No:</b>										
Federal Gross:	39,718.57	State Gross:	39,718.57	FICA Gross:	39,718.57	Medicare Gross:	39,718.57	Other Gross:	39,718.57	
Retirement Gross:	39,718.57	FLSA Gross:	33,073.96	Gross Wages:	39,718.57	Net Amount:	39,718.57	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	39,718.57					
<b>Employee No:</b>	<b>GOWITROK</b>	<b>Name:</b> Troy K Gowins		<b>Department:</b> 106WSM		<b>Period:</b> 6/20/2020 - 6/18/2021				
<b>Total for Employee No: GOWITROK</b>										
Federal Gross:	24,258.00	State Gross:	24,258.00	FICA Gross:	24,258.00	Medicare Gross:	24,258.00	Other Gross:	24,258.00	
Retirement Gross:	24,258.00	FLSA Gross:	24,258.00	Gross Wages:	24,258.00	Net Amount:	24,258.00	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	24,258.00					
<b>Employee No:</b>	<b>HARTPAUL</b>	<b>Name:</b> Paul Hartman		<b>Department:</b> 106WSM		<b>Period:</b> 5/15/2021 - 6/18/2021				
<b>Total for Employee No: HARTPAUL</b>										
Federal Gross:	2,000.00	State Gross:	2,000.00	FICA Gross:	2,000.00	Medicare Gross:	2,000.00	Other Gross:	2,000.00	
Retirement Gross:	2,000.00	FLSA Gross:	2,000.00	Gross Wages:	2,000.00	Net Amount:	2,000.00	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	2,000.00					
<b>Employee No:</b>	<b>HOWELLST</b>	<b>Name:</b> G. Thomas Withers Howells		<b>Department:</b> 106WSM		<b>Period:</b> 5/29/2021 - 6/18/2021				
<b>Total for Employee No: HOWELLST</b>										
Federal Gross:	2,077.69	State Gross:	2,077.69	FICA Gross:	2,077.69	Medicare Gross:	2,077.69	Other Gross:	2,077.69	
Retirement Gross:	2,077.69	FLSA Gross:	1,823.33	Gross Wages:	2,077.69	Net Amount:	2,077.69	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	2,077.69					
<b>Employee No:</b>	<b>JEWELLWILL</b>	<b>Name:</b> William Jeffrey Jewell		<b>Department:</b> 106WSM		<b>Period:</b> 6/20/2020 - 6/18/2021				
<b>Total for Employee No: JEWELLWILL</b>										
Federal Gross:	29,753.46	State Gross:	29,753.46	FICA Gross:	29,753.46	Medicare Gross:	29,753.46	Other Gross:	29,753.46	
Retirement Gross:	29,753.46	FLSA Gross:	25,803.28	Gross Wages:	29,753.46	Net Amount:	29,753.46	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	29,753.46					
<b>Employee No:</b>	<b>LEWISETHAN</b>	<b>Name:</b> Ethan C Lewis		<b>Department:</b> 106WSM		<b>Period:</b> 6/20/2020 - 6/18/2021				
<b>Total for Employee No: LEWISETHAN</b>										
Federal Gross:	28,824.54	State Gross:	28,824.54	FICA Gross:	28,824.54	Medicare Gross:	28,824.54	Other Gross:	28,824.54	
Retirement Gross:	28,824.54	FLSA Gross:	25,403.97	Gross Wages:	28,824.54	Net Amount:	28,824.54	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	28,824.54					
<b>Employee No:</b>	<b>GOWITROK</b>	<b>Name:</b>		<b>Department:</b> 106WSM		<b>Period:</b> 6/20/2020 - 4/23/2021				
<b>Total for Employee No: GOWITROK</b>										
Federal Gross:	32,203.65	State Gross:	32,203.65	FICA Gross:	32,203.65	Medicare Gross:	32,203.65	Other Gross:	32,203.65	
Retirement Gross:	32,203.65	FLSA Gross:	26,979.19	Gross Wages:	32,203.65	Net Amount:	32,203.65	Retirement 2 Gross:	0.00	
Deductions:	0.00	Benefits:	0.00	Total Cost:	32,203.65					

Employee No:	Name:	Department:	106WWSM	Period:	6/20/2020 - 5/21/2021
<b>Total for Employee No:</b>					
Federal Gross:	75,556.10	State Gross:	75,556.10	FICA Gross:	75,556.10
Retirement Gross:	75,556.10	FLSA Gross:	55,462.97	Gross Wages:	75,556.10
Deductions:	0.00	Benefits:	0.00	Total Cost:	75,556.10
				Medicare Gross:	75,556.10
				Net Amount:	75,556.10
				Other Gross:	0.00
				Retirement 2 Gross:	0.00
<b>Employee No: WOODJOSH Name: Joshua B Woods Department: 106WWSM Period: 6/20/2020 - 6/18/2021</b>					
<b>Total for Employee No: WOODJOSH</b>					
Federal Gross:	34,602.67	State Gross:	34,602.67	FICA Gross:	34,602.67
Retirement Gross:	34,602.67	FLSA Gross:	29,078.53	Gross Wages:	34,602.67
Deductions:	0.00	Benefits:	0.00	Total Cost:	34,602.67
				Medicare Gross:	34,602.67
				Net Amount:	34,602.67
				Other Gross:	0.00
				Retirement 2 Gross:	0.00
<b>Total for Department: 106WWSM</b>					
Federal Gross:	268,994.68	State Gross:	268,994.68	FICA Gross:	268,994.68
Retirement Gross:	268,994.68	FLSA Gross:	223,883.23	Gross Wages:	268,994.68
Deductions:	0.00	Benefits:	0.00	Total Cost:	268,994.68
				Medicare Gross:	268,994.68
				Net Amount:	268,994.68
				Other Gross:	0.00
				Retirement 2 Gross:	0.00
				Employee Count:	9 (0 Female, 9 Male)
<b>Report Totals</b>					
Federal Gross:	3,596,851.23	State Gross:	3,596,851.23	FICA Gross:	3,596,851.23
Retirement Gross:	3,596,851.23	FLSA Gross:	2,470,021.82	Gross Wages:	3,596,851.23
Deductions:	0.00	Benefits:	0.00	Total Cost:	3,596,851.23
				Medicare Gross:	3,596,851.23
				Net Amount:	3,596,851.23
				Other Gross:	0.00
				Retirement 2 Gross:	0.00
				Employee Count:	125 (24 Female, 101 Male)



Department: 101WtrA		Name: Amy Tomas Kays Huffman		Department: 101WtrA		Period: 6/19/2021 - 6/17/2022	
<b>Employee No:</b>	KAYSAMYTOM						
<b>Total for Employee No: KAYSAMYTOM</b>							
Federal Gross:	49,106.17	State Gross:	49,106.17	FICA Gross:	49,106.17	Medicare Gross:	49,106.17
Retirement Gross:	49,106.17	FLSA Gross:	43,582.25	Gross Wages:	49,106.17	Net Amount:	49,106.17
Deductions:	0.00	Benefits:	0.00	Total Cost:	49,106.17	Other Gross:	49,106.17
						Retirement 2 Gross:	0.00
<b>Employee No: KIDDANGELA</b>							
<b>Name: Angela Mae Kidd</b>							
<b>Department: 101WtrA</b>							
<b>Period: 6/19/2021 - 6/17/2022</b>							
<b>Total for Employee No: KIDDANGELA</b>							
Federal Gross:	39,426.25	State Gross:	39,426.25	FICA Gross:	39,426.25	Medicare Gross:	39,426.25
Retirement Gross:	39,426.25	FLSA Gross:	34,324.04	Gross Wages:	39,426.25	Net Amount:	39,426.25
Deductions:	0.00	Benefits:	0.00	Total Cost:	39,426.25	Other Gross:	39,426.25
						Retirement 2 Gross:	0.00
<b>Total for Department: 101WtrA</b>							
Federal Gross:	88,532.42	State Gross:	88,532.42	FICA Gross:	88,532.42	Medicare Gross:	88,532.42
Retirement Gross:	88,532.42	FLSA Gross:	77,906.29	Gross Wages:	88,532.42	Net Amount:	88,532.42
Deductions:	0.00	Benefits:	0.00	Total Cost:	88,532.42	Other Gross:	88,532.42
						Retirement 2 Gross:	0.00
						Employee Count: 2 (2 Female, 0 Male)	

<b>Department:</b> 102WTP							
<b>Employee No:</b>	BAKLAWRDUA	<b>Name:</b>	Lawrence Duane Baker	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 6/17/2022
<b>Total for Employee No:</b>	BAKLAWRDUA						
Federal Gross:	55,075.87	State Gross:	55,075.87	FICA Gross:	55,075.87	Medicare Gross:	55,075.87
Retirement Gross:	55,075.87	FLSA Gross:	8,265.75	Gross Wages:	55,075.87	Net Amount:	55,075.87
Deductions:	0.00	Benefits:	0.00	Total Cost:	55,075.87	Other Gross:	55,075.87
<b>Employee No:</b>	BOSWMARW	<b>Name:</b>	Mark Wayne Boswell	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 6/17/2022
<b>Total for Employee No:</b>	BOSWMARW						
Federal Gross:	44,055.72	State Gross:	44,055.72	FICA Gross:	44,055.72	Medicare Gross:	44,055.72
Retirement Gross:	44,055.72	FLSA Gross:	39,711.72	Gross Wages:	44,055.72	Net Amount:	44,055.72
Deductions:	0.00	Benefits:	0.00	Total Cost:	44,055.72	Other Gross:	44,055.72
<b>Employee No:</b>	CARTRICHL	<b>Name:</b>	Richard L Carter	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 6/17/2022
<b>Total for Employee No:</b>	CARTRICHL						
Federal Gross:	54,856.47	State Gross:	54,856.47	FICA Gross:	54,856.47	Medicare Gross:	54,856.47
Retirement Gross:	54,856.47	FLSA Gross:	46,274.03	Gross Wages:	54,856.47	Net Amount:	54,856.47
Deductions:	0.00	Benefits:	0.00	Total Cost:	54,856.47	Other Gross:	54,856.47
<b>Employee No:</b>	COHENBRIT	<b>Name:</b>	Britney Morgan Cooch-Henson	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 9/3/2021
<b>Total for Employee No:</b>	COHENBRIT						
Federal Gross:	9,085.54	State Gross:	9,085.54	FICA Gross:	9,085.54	Medicare Gross:	9,085.54
Retirement Gross:	9,085.54	FLSA Gross:	9,085.54	Gross Wages:	9,085.54	Net Amount:	9,085.54
Deductions:	0.00	Benefits:	0.00	Total Cost:	9,085.54	Other Gross:	9,085.54
<b>Employee No:</b>	JOHNKEITH	<b>Name:</b>	Keith Andrew Johnson	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 6/17/2022
<b>Total for Employee No:</b>	JOHNKEITH						
Federal Gross:	29,436.72	State Gross:	29,436.72	FICA Gross:	29,436.72	Medicare Gross:	29,436.72
Retirement Gross:	29,436.72	FLSA Gross:	26,641.44	Gross Wages:	29,436.72	Net Amount:	29,436.72
Deductions:	0.00	Benefits:	0.00	Total Cost:	29,436.72	Other Gross:	29,436.72
<b>Employee No:</b>	MESSEKVIN	<b>Name:</b>	Kevin T Messer	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 6/17/2022
<b>Total for Employee No:</b>	MESSEKVIN						
Federal Gross:	36,077.13	State Gross:	36,077.13	FICA Gross:	36,077.13	Medicare Gross:	36,077.13
Retirement Gross:	36,077.13	FLSA Gross:	31,736.70	Gross Wages:	36,077.13	Net Amount:	36,077.13
Deductions:	0.00	Benefits:	0.00	Total Cost:	36,077.13	Other Gross:	36,077.13
<b>Employee No:</b>	MOSSMASONM	<b>Name:</b>	Mason M Moss	<b>Department:</b>	102WTP	<b>Period:</b>	6/19/2021 - 9/10/2021
<b>Total for Employee No:</b>	MOSSMASONM						
Federal Gross:	36,077.13	State Gross:	36,077.13	FICA Gross:	36,077.13	Medicare Gross:	36,077.13
Retirement Gross:	36,077.13	FLSA Gross:	36,077.13	Gross Wages:	36,077.13	Net Amount:	36,077.13
Deductions:	0.00	Benefits:	0.00	Total Cost:	36,077.13	Other Gross:	36,077.13

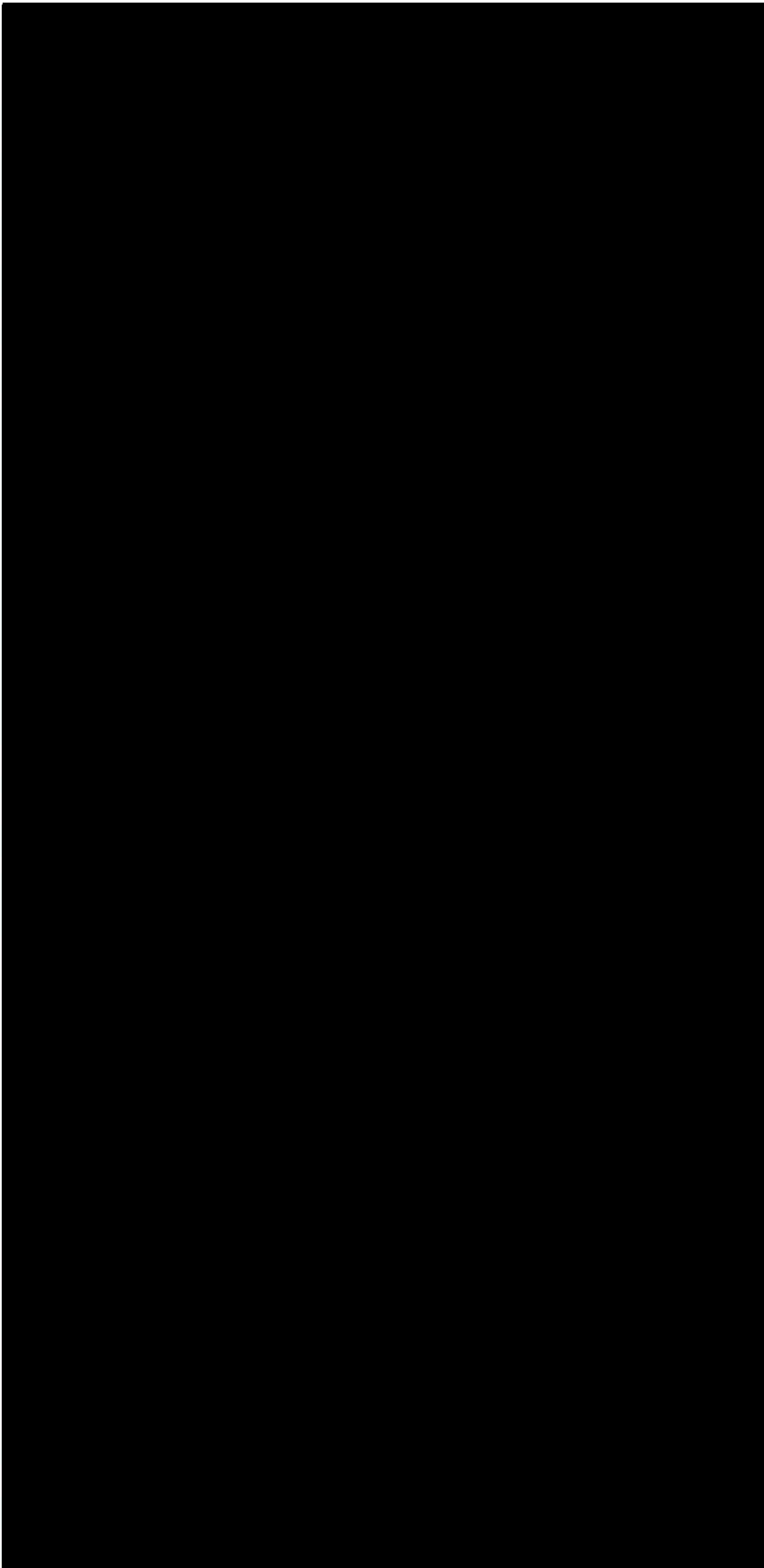
<b>Total for Employee No: MOSSMASONM</b>									
Federal Gross:	46,010.20	State Gross:	46,010.20	FICA Gross:	46,010.20	Medicare Gross:	46,010.20	Other Gross:	46,010.20
Retirement Gross:	46,010.20	FLSA Gross:	42,511.52	Gross Wages:	46,010.20	Net Amount:	46,010.20	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	46,010.20				
<b>Employee No:</b>	<b>VANWBRET</b>	<b>Name:</b>	<b>Bret Davis VanWinkle</b>	<b>Department:</b>	<b>102WWTP</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: VANWBRET</b>									
Federal Gross:	35,257.02	State Gross:	35,257.02	FICA Gross:	35,257.02	Medicare Gross:	35,257.02	Other Gross:	35,257.02
Retirement Gross:	35,257.02	FLSA Gross:	31,493.80	Gross Wages:	35,257.02	Net Amount:	35,257.02	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	35,257.02				
<b>Total for Department: 102WWTP</b>									
Federal Gross:	309,854.67	State Gross:	309,854.67	FICA Gross:	309,854.67	Medicare Gross:	309,854.67	Other Gross:	309,854.67
Retirement Gross:	309,854.67	FLSA Gross:	235,720.50	Gross Wages:	309,854.67	Net Amount:	309,854.67	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	309,854.67	Employee Count:	8 (1 Female, 7 Male)		
<b>Department:</b>	<b>104WWTP</b>	<b>Name:</b>	<b>Austin Kont Gibson</b>	<b>Department:</b>	<b>104WWTP</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: GIBSAUSTK</b>									
Federal Gross:	41,171.37	State Gross:	41,171.37	FICA Gross:	41,171.37	Medicare Gross:	41,171.37	Other Gross:	41,171.37
Retirement Gross:	41,171.37	FLSA Gross:	39,560.06	Gross Wages:	41,171.37	Net Amount:	41,171.37	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	41,171.37				
<b>Employee No:</b>	<b>GOWINSCODY</b>	<b>Name:</b>	<b>Cody Allen Gowins</b>	<b>Department:</b>	<b>104WWTP</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: GOWINSCODY</b>									
Federal Gross:	55,931.39	State Gross:	55,931.39	FICA Gross:	55,931.39	Medicare Gross:	55,931.39	Other Gross:	55,931.39
Retirement Gross:	55,931.39	FLSA Gross:	50,087.54	Gross Wages:	55,931.39	Net Amount:	55,931.39	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	55,931.39				
<b>Employee No:</b>	<b>GOWITONA</b>	<b>Name:</b>	<b>Tony A Gowins</b>	<b>Department:</b>	<b>104WWTP</b>	<b>Period:</b>	<b>5/21/2022 - 5/27/2022</b>		
<b>Total for Employee No: GOWITONA</b>									
Federal Gross:	220.00	State Gross:	220.00	FICA Gross:	220.00	Medicare Gross:	220.00	Other Gross:	220.00
Retirement Gross:	220.00	FLSA Gross:	0.00	Gross Wages:	220.00	Net Amount:	220.00	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	220.00				
<b>Employee No:</b>	<b>HARMYREUGE</b>	<b>Name:</b>	<b>Myron Eugene Harmon</b>	<b>Department:</b>	<b>104WWTP</b>	<b>Period:</b>	<b>6/19/2021 - 10/1/2021</b>		

<b>Total for Employee No: HARMYREUGE</b>									
Federal Gross:	12,248.84	State Gross:	12,248.84	FICA Gross:	12,248.84	Medicare Gross:	12,248.84	Other Gross:	12,248.84
Retirement Gross:	12,248.84	FLSA Gross:	12,218.56	Gross Wages:	12,248.84	Net Amount:	12,248.84	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	12,248.84				
<b>Employee No:</b>	<b>HUMPJOSM</b>	<b>Name:</b>	<b>Joseph M Humphrey</b>	<b>Department:</b>	<b>104WWWTP</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: HUMPJOSM</b>									
Federal Gross:	50,565.37	State Gross:	50,565.37	FICA Gross:	50,565.37	Medicare Gross:	50,565.37	Other Gross:	50,565.37
Retirement Gross:	50,565.37	FLSA Gross:	44,976.85	Gross Wages:	50,565.37	Net Amount:	50,565.37	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	50,565.37				
<b>Employee No:</b>	<b>MOORERICR</b>	<b>Name:</b>	<b>Eric Ray Moore</b>	<b>Department:</b>	<b>104WWWTP</b>	<b>Period:</b>	<b>6/19/2021 - 5/27/2022</b>		
<b>Total for Employee No: MOORERICR</b>									
Federal Gross:	56,336.03	State Gross:	56,336.03	FICA Gross:	56,336.03	Medicare Gross:	56,336.03	Other Gross:	56,336.03
Retirement Gross:	56,336.03	FLSA Gross:	50,116.14	Gross Wages:	56,336.03	Net Amount:	56,336.03	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	56,336.03				
<b>Employee No:</b>	<b>REEDJAMES</b>	<b>Name:</b>	<b>James Edward Reed II</b>	<b>Department:</b>	<b>104WWWTP</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: REEDJAMES</b>									
Federal Gross:	54,200.64	State Gross:	54,200.64	FICA Gross:	54,200.64	Medicare Gross:	54,200.64	Other Gross:	54,200.64
Retirement Gross:	54,200.64	FLSA Gross:	9,095.10	Gross Wages:	54,200.64	Net Amount:	54,200.64	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	54,200.64				
<b>Total for Department:</b>	<b>104WWTP</b>								
Federal Gross:	270,673.64	State Gross:	270,673.64	FICA Gross:	270,673.64	Medicare Gross:	270,673.64	Other Gross:	270,673.64
Retirement Gross:	270,673.64	FLSA Gross:	206,054.25	Gross Wages:	270,673.64	Net Amount:	270,673.64	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	270,673.64	Employee Count:	7 (0 Female, 7 Male)		
<b>Department:</b>	<b>106WWSM</b>								
<b>Employee No:</b>	<b>GOWITROK</b>	<b>Name:</b>	<b>Troy K Gowins</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: GOWITROK</b>									
Federal Gross:	50,960.00	State Gross:	50,960.00	FICA Gross:	50,960.00	Medicare Gross:	50,960.00	Other Gross:	50,960.00
Retirement Gross:	50,960.00	FLSA Gross:	49,920.00	Gross Wages:	50,960.00	Net Amount:	50,960.00	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	50,960.00				
<b>Employee No:</b>	<b>HAGENJACOB</b>	<b>Name:</b>	<b>Jacob Allen Hagenbuch</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>2/19/2022 - 2/25/2022</b>		



<b>Total for Employee No: HAGENIACOB</b>									
Federal Gross:	573.35	State Gross:	573.35	FICA Gross:	573.35	Medicare Gross:	573.35	Other Gross:	573.35
Retirement Gross:	573.35	FLSA Gross:	573.35	Gross Wages:	573.35	Net Amount:	573.35	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	573.35				
<b>Employee No:</b>	<b>HARTPAUL</b>	<b>Name:</b>	<b>Paul Hartman</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: HARTPAUL</b>									
Federal Gross:	21,440.00	State Gross:	21,440.00	FICA Gross:	21,440.00	Medicare Gross:	21,440.00	Other Gross:	21,440.00
Retirement Gross:	21,440.00	FLSA Gross:	20,800.00	Gross Wages:	21,440.00	Net Amount:	21,440.00	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	21,440.00				
<b>Employee No:</b>	<b>HOWELLST</b>	<b>Name:</b>	<b>G. Thomas Withers Howells</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: HOWELLST</b>									
Federal Gross:	59,673.42	State Gross:	59,673.42	FICA Gross:	59,673.42	Medicare Gross:	59,673.42	Other Gross:	59,673.42
Retirement Gross:	59,673.42	FLSA Gross:	43,256.40	Gross Wages:	59,673.42	Net Amount:	59,673.42	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	59,673.42				
<b>Employee No:</b>	<b>JEWELLWILL</b>	<b>Name:</b>	<b>William Jeffrey Jewell</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: JEWELLWILL</b>									
Federal Gross:	32,738.71	State Gross:	32,738.71	FICA Gross:	32,738.71	Medicare Gross:	32,738.71	Other Gross:	32,738.71
Retirement Gross:	32,738.71	FLSA Gross:	29,012.49	Gross Wages:	32,738.71	Net Amount:	32,738.71	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	32,738.71				
<b>Employee No:</b>	<b>LAMBAUSTIN</b>	<b>Name:</b>	<b>Austin W Lamb</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>7/17/2021 - 6/17/2022</b>		
<b>Total for Employee No: LAMBAUSTIN</b>									
Federal Gross:	26,186.11	State Gross:	26,186.11	FICA Gross:	26,186.11	Medicare Gross:	26,186.11	Other Gross:	26,186.11
Retirement Gross:	26,186.11	FLSA Gross:	23,079.84	Gross Wages:	26,186.11	Net Amount:	26,186.11	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	26,186.11				
<b>Employee No:</b>	<b>LEWISETHAN</b>	<b>Name:</b>	<b>Ethan C Lewis</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>6/19/2021 - 6/17/2022</b>		
<b>Total for Employee No: LEWISETHAN</b>									
Federal Gross:	42,360.14	State Gross:	42,360.14	FICA Gross:	42,360.14	Medicare Gross:	42,360.14	Other Gross:	42,360.14
Retirement Gross:	42,360.14	FLSA Gross:	33,461.25	Gross Wages:	42,360.14	Net Amount:	42,360.14	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	42,360.14				
<b>Employee No:</b>	<b>MOORET</b>	<b>Name:</b>	<b>Trevor Blake Moore</b>	<b>Department:</b>	<b>106WSM</b>	<b>Period:</b>	<b>9/18/2021 - 9/24/2021</b>		
<b>Total for Employee No: MOORET</b>									
Federal Gross:	763.64	State Gross:	763.64	FICA Gross:	763.64	Medicare Gross:	763.64	Other Gross:	763.64
Retirement Gross:	763.64	FLSA Gross:	680.00	Gross Wages:	763.64	Net Amount:	763.64	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	763.64				





Department: 101WtrA

Employee No: DARLANDB

Name: Britiany Cora Jane Darland

Department: 101WtrA

Period: 10/15/2022 - 11/18/2022

Total for Employee No: DARLANDB

Federal Gross: 2,863.49

State Gross: 2,863.49

FICA Gross: 2,863.49

Medicare Gross: 2,863.49

Other Gross: 2,863.49

Retirement Gross: 2,863.49

FLSA Gross: 2,825.06

Gross Wages: 2,863.49

Net Amount: 2,863.49

Retirement 2 Gross: 0.00

Deductions: 0.00

Benefits: 0.00

Total Cost: 2,863.49

Employee No: KAYSAMYTOM

Name: Amy Tomas Kays Huffman

Department: 101WtrA

Period: 6/18/2022 - 11/18/2022

<b>Total for Employee No: KAYSAMYTOM</b>									
Federal Gross:	20,559.75	State Gross:	20,559.75	FICA Gross:	20,559.75	Medicare Gross:	20,559.75	Other Gross:	20,559.75
Retirement Gross:	20,559.75	FLSA Gross:	19,647.79	Gross Wages:	20,559.75	Net Amount:	20,559.75	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	20,559.75				
<b>Employee No:</b>	<b>KIDDANGELA</b>	<b>Name:</b>	Angela Mac Kidd	<b>Department:</b>	101WtrA	<b>Period:</b>	6/18/2022 - 10/7/2022		
<b>Total for Employee No: KIDDANGELA</b>									
Federal Gross:	13,249.07	State Gross:	13,249.07	FICA Gross:	13,249.07	Medicare Gross:	13,249.07	Other Gross:	13,249.07
Retirement Gross:	13,249.07	FLSA Gross:	13,249.07	Gross Wages:	13,249.07	Net Amount:	13,249.07	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	13,249.07				
<b>Total for Department: 101WtrA</b>									
Federal Gross:	36,672.31	State Gross:	36,672.31	FICA Gross:	36,672.31	Medicare Gross:	36,672.31	Other Gross:	36,672.31
Retirement Gross:	36,672.31	FLSA Gross:	35,721.92	Gross Wages:	36,672.31	Net Amount:	36,672.31	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	36,672.31	Employee Count:	3 (3 Female, 0 Male)		
<b>Department:</b>	102WTP	<b>Name:</b>	Lawrence Duane Baker	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: BAKLAWRDUA</b>									
Federal Gross:	24,261.63	State Gross:	24,261.63	FICA Gross:	24,261.63	Medicare Gross:	24,261.63	Other Gross:	24,261.63
Retirement Gross:	24,261.63	FLSA Gross:	3,232.60	Gross Wages:	24,261.63	Net Amount:	24,261.63	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	24,261.63				
<b>Employee No:</b>	<b>BOSWMARW</b>	<b>Name:</b>	Mark Wayne Boswell	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: BOSWMARW</b>									
Federal Gross:	18,676.96	State Gross:	18,676.96	FICA Gross:	18,676.96	Medicare Gross:	18,676.96	Other Gross:	18,676.96
Retirement Gross:	18,676.96	FLSA Gross:	18,281.30	Gross Wages:	18,676.96	Net Amount:	18,676.96	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	18,676.96				
<b>Employee No:</b>	<b>CARTRICHL</b>	<b>Name:</b>	Richard L Carter	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: CARTRICHL</b>									
Federal Gross:	22,692.85	State Gross:	22,692.85	FICA Gross:	22,692.85	Medicare Gross:	22,692.85	Other Gross:	22,692.85
Retirement Gross:	22,692.85	FLSA Gross:	20,170.12	Gross Wages:	22,692.85	Net Amount:	22,692.85	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	22,692.85				
<b>Employee No:</b>	<b>JOHNKEITH</b>	<b>Name:</b>	Keith Andrew Johnson	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		

<b>Total for Employee No: JOHNKEITH</b>									
Federal Gross:	12,481.90	State Gross:	12,481.90	FICA Gross:	12,481.90	Medicare Gross:	12,481.90	Other Gross:	12,481.90
Retirement Gross:	12,481.90	FLSA Gross:	12,136.78	Gross Wages:	12,481.90	Net Amount:	12,481.90	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	12,481.90				
<b>Employee No:</b>	MESSEKVIN	<b>Name:</b>	Kevin T Messer	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: MESSEKVIN</b>									
Federal Gross:	15,762.61	State Gross:	15,762.61	FICA Gross:	15,762.61	Medicare Gross:	15,762.61	Other Gross:	15,762.61
Retirement Gross:	15,762.61	FLSA Gross:	14,848.07	Gross Wages:	15,762.61	Net Amount:	15,762.61	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	15,762.61				
<b>Employee No:</b>	MOSSMASONM	<b>Name:</b>	Mason M Moss	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: MOSSMASONM</b>									
Federal Gross:	20,027.57	State Gross:	20,027.57	FICA Gross:	20,027.57	Medicare Gross:	20,027.57	Other Gross:	20,027.57
Retirement Gross:	20,027.57	FLSA Gross:	20,027.57	Gross Wages:	20,027.57	Net Amount:	20,027.57	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	20,027.57				
<b>Employee No:</b>	VANWBRET	<b>Name:</b>	Bret Davis VanWinkle	<b>Department:</b>	102WTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: VANWBRET</b>									
Federal Gross:	16,969.08	State Gross:	16,969.08	FICA Gross:	16,969.08	Medicare Gross:	16,969.08	Other Gross:	16,969.08
Retirement Gross:	16,969.08	FLSA Gross:	15,333.31	Gross Wages:	16,969.08	Net Amount:	16,969.08	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	16,969.08				
<b>Total for Department:</b>	102WTP								
Federal Gross:	130,872.60	State Gross:	130,872.60	FICA Gross:	130,872.60	Medicare Gross:	130,872.60	Other Gross:	130,872.60
Retirement Gross:	130,872.60	FLSA Gross:	104,029.75	Gross Wages:	130,872.60	Net Amount:	130,872.60	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	130,872.60	Employee Count:	7 (0 Female, 7 Male)		
<b>Department:</b>	104WWTP								
<b>Employee No:</b>	GIBSAUSTK	<b>Name:</b>	Austin Kent Gibson	<b>Department:</b>	104WWTP	<b>Period:</b>	6/18/2022 - 9/16/2022		
<b>Total for Employee No: GIBSAUSTK</b>									
Federal Gross:	9,972.43	State Gross:	9,972.43	FICA Gross:	9,972.43	Medicare Gross:	9,972.43	Other Gross:	9,972.43
Retirement Gross:	9,972.43	FLSA Gross:	9,972.43	Gross Wages:	9,972.43	Net Amount:	9,972.43	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	9,972.43				
<b>Employee No:</b>	GOWINSCODY	<b>Name:</b>	Cody Allen Gowins	<b>Department:</b>	104WWTP	<b>Period:</b>	6/18/2022 - 11/18/2022		

<b>Total for Employee No: GOWINSCODY</b>									
Federal Gross:	24,920.79	State Gross:	24,920.79	FICA Gross:	24,920.79	Medicare Gross:	24,920.79	Other Gross:	24,920.79
Retirement Gross:	24,920.79	FLSA Gross:	23,287.59	Gross Wages:	24,920.79	Net Amount:	24,920.79	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	24,920.79				
<b>Employee No:</b>	<b>HUMPJOSM</b>	<b>Name:</b>	Joseph M Humphrey	<b>Department:</b>	104WWWTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: HUMPJOSM</b>									
Federal Gross:	22,476.78	State Gross:	22,476.78	FICA Gross:	22,476.78	Medicare Gross:	22,476.78	Other Gross:	22,476.78
Retirement Gross:	22,476.78	FLSA Gross:	20,894.46	Gross Wages:	22,476.78	Net Amount:	22,476.78	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	22,476.78				
<b>Employee No:</b>	<b>MOORERICR</b>	<b>Name:</b>	Eric Ray Moore	<b>Department:</b>	104WWWTP	<b>Period:</b>	6/18/2022 - 10/28/2022		
<b>Total for Employee No: MOORERICR</b>									
Federal Gross:	19,052.81	State Gross:	19,052.81	FICA Gross:	19,052.81	Medicare Gross:	19,052.81	Other Gross:	19,052.81
Retirement Gross:	19,052.81	FLSA Gross:	18,959.17	Gross Wages:	19,052.81	Net Amount:	19,052.81	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	19,052.81				
<b>Employee No:</b>	<b>REEDJAMES</b>	<b>Name:</b>	James Edward Reed II	<b>Department:</b>	104WWWTP	<b>Period:</b>	6/18/2022 - 11/18/2022		
<b>Total for Employee No: REEDJAMES</b>									
Federal Gross:	25,526.40	State Gross:	25,526.40	FICA Gross:	25,526.40	Medicare Gross:	25,526.40	Other Gross:	25,526.40
Retirement Gross:	25,526.40	FLSA Gross:	6,009.34	Gross Wages:	25,526.40	Net Amount:	25,526.40	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	25,526.40				
<b>Total for Department:</b>	<b>104WWWTP</b>								
Federal Gross:	101,949.21	State Gross:	101,949.21	FICA Gross:	101,949.21	Medicare Gross:	101,949.21	Other Gross:	101,949.21
Retirement Gross:	101,949.21	FLSA Gross:	79,122.99	Gross Wages:	101,949.21	Net Amount:	101,949.21	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	101,949.21	Employee Count:	5 (0 Female, 5 Male)		
<b>Department:</b>	<b>106WWSM</b>								
<b>Employee No:</b>	<b>GOWITROK</b>	<b>Name:</b>	Troy K Gowins	<b>Department:</b>	106WWSM	<b>Period:</b>	6/18/2022 - 11/11/2022		
<b>Total for Employee No: GOWITROK</b>									
Federal Gross:	21,571.20	State Gross:	21,571.20	FICA Gross:	21,571.20	Medicare Gross:	21,571.20	Other Gross:	21,571.20
Retirement Gross:	21,571.20	FLSA Gross:	21,571.20	Gross Wages:	21,571.20	Net Amount:	21,571.20	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	21,571.20				
<b>Employee No:</b>	<b>HARTPAUL</b>	<b>Name:</b>	Paul Hartman	<b>Department:</b>	106WWSM	<b>Period:</b>	6/18/2022 - 11/4/2022		

<b>Total for Employee No: HARTPAUL</b>									
Federal Gross:	8,560.00	State Gross:	8,560.00	FICA Gross:	8,560.00	Medicare Gross:	8,560.00	Other Gross:	8,560.00
Retirement Gross:	8,560.00	FLSA Gross:	8,560.00	Gross Wages:	8,560.00	Net Amount:	8,560.00	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	8,560.00				
<b>Employee No:</b>	<b>HOWELLST</b>	<b>Name:</b>	<b>G. Thomas Withers Howells</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/18/2022 - 11/18/2022</b>		
<b>Total for Employee No: HOWELLST</b>									
Federal Gross:	24,798.38	State Gross:	24,798.38	FICA Gross:	24,798.38	Medicare Gross:	24,798.38	Other Gross:	24,798.38
Retirement Gross:	24,798.38	FLSA Gross:	20,857.33	Gross Wages:	24,798.38	Net Amount:	24,798.38	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	24,798.38				
<b>Employee No:</b>	<b>JEWELLWILL</b>	<b>Name:</b>	<b>William Jeffrey Jewell</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/18/2022 - 11/18/2022</b>		
<b>Total for Employee No: JEWELLWILL</b>									
Federal Gross:	14,792.97	State Gross:	14,792.97	FICA Gross:	14,792.97	Medicare Gross:	14,792.97	Other Gross:	14,792.97
Retirement Gross:	14,792.97	FLSA Gross:	13,393.65	Gross Wages:	14,792.97	Net Amount:	14,792.97	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	14,792.97				
<b>Employee No:</b>	<b>LAMBAUSTIN</b>	<b>Name:</b>	<b>Austin W Lamb</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/18/2022 - 11/18/2022</b>		
<b>Total for Employee No: LAMBAUSTIN</b>									
Federal Gross:	13,240.38	State Gross:	13,240.38	FICA Gross:	13,240.38	Medicare Gross:	13,240.38	Other Gross:	13,240.38
Retirement Gross:	13,240.38	FLSA Gross:	12,017.31	Gross Wages:	13,240.38	Net Amount:	13,240.38	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	13,240.38				
<b>Employee No:</b>	<b>LEWISETHAN</b>	<b>Name:</b>	<b>Ethan C Lewis</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/18/2022 - 11/18/2022</b>		
<b>Total for Employee No: LEWISETHAN</b>									
Federal Gross:	18,767.35	State Gross:	18,767.35	FICA Gross:	18,767.35	Medicare Gross:	18,767.35	Other Gross:	18,767.35
Retirement Gross:	18,767.35	FLSA Gross:	15,345.12	Gross Wages:	18,767.35	Net Amount:	18,767.35	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	18,767.35				
<b>Employee No:</b>	<b>WHALEND</b>	<b>Name:</b>	<b>Daniel Scott Whalen</b>	<b>Department:</b>	<b>106WWSM</b>	<b>Period:</b>	<b>6/18/2022 - 11/18/2022</b>		
<b>Total for Employee No: WHALEND</b>									
Federal Gross:	15,712.85	State Gross:	15,712.85	FICA Gross:	15,712.85	Medicare Gross:	15,712.85	Other Gross:	15,712.85
Retirement Gross:	15,712.85	FLSA Gross:	14,451.23	Gross Wages:	15,712.85	Net Amount:	15,712.85	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	15,712.85				
<b>Total for Department: 106WWSM</b>									
Federal Gross:	117,443.13	State Gross:	117,443.13	FICA Gross:	117,443.13	Medicare Gross:	117,443.13	Other Gross:	117,443.13
Retirement Gross:	117,443.13	FLSA Gross:	106,195.84	Gross Wages:	117,443.13	Net Amount:	117,443.13	Retirement 2 Gross:	0.00
Deductions:	0.00	Benefits:	0.00	Total Cost:	117,443.13	Employee Count:	7 (0 Female, 7 Male)		





## City of Harrodsburg Position Classifications

### Class Title

Utility Office Supervisor

### Characteristics of the Class

Under general direction, performs secretarial and clerical functions necessary for support of a department/division of the city. Supervises subordinate clerks and meter reading personnel. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Under general direction of COA, performs various secretarial and clerical functions in support of city operations. Depending on specific departmental assignment, duties may include, but are not limited to, typing correspondence, opening and dissemination of mail, answering telephone calls, preparation of bills, notices, collections of city revenues, maintenance of financial records, assisting in preparation of payroll, and interacting with the public concerning departmental operations. Supervises subordinate clerks. Performs related work as required. Trains new employees on meter reading and handheld computer data recording. Trains new collection clerks. Review evaluations and selection of new water department billing system software and computers. Generate, track, and follow up work orders for water/sewer maintenance departments.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Majority of time spent indoors at office with very little physical exertion required other than occasional light lifting, bending, kneeling and sitting for long periods of time.

### MINIMUM QUALIFICATIONS

#### Training and Experience

Graduation from an accredited high school or equivalency (GED), supplemented by five (5) years of experience in a responsible secretarial or clerical position.

#### Special Licensing Requirements

None

#### Special Knowledge, Skills and Abilities

Knowledge of and ability to operate standard equipment used in office setting. Computer skills and the ability to utilize specialized software. Ability to understand and implement instructions. Ability to maintain accurate records and filing systems. Ability to make mathematical computations with speed and accuracy by hand or machine. Supervisory ability. Ability to establish effective working relationships with city officials, other employees and the general public.

#### Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Treatment Facilities Superintendent

### Characteristics of the Class

Under general direction of the Harrodsburg City Commission, supervises, operates and maintains the city's water treatment facility. Supervises all personnel working at the treatment plant. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Under general direction of the Commission, maintains and operates the city's class IV-A water treatment plant in compliance with all applicable statutes and regulations. Supervises all water treatment plant personnel, and maintains "direct responsible charge" for all plant operations. Develops work schedules for employees. Conducts required testing of water and prepares/submits accurate reports to supervisor. Performs preventative maintenance on plant and equipment, making repairs and adjustments as necessary for proper operation. Adds chemicals in accordance with prescribed standards. Coordinates with other companies to source maintenance and repair services. Conducts purchasing for plant operations such as chemicals, repair parts and services. Prepares and manages department budget and acts as water plant project manager in liaison with contractors and engineers. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintains accurate and complete records. Performs routine clerical tasks associated with job responsibilities. Performs other related duties as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds maintenance and the unloading of supplies are performed outdoors. The position requires lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling and bending is involved in performing work responsibilities.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited college or university, supplemented by one (1) year of experience in operating a Class IIIA, or IVA water treatment plant. In lieu of a baccalaureate degree, work experience in the operation of a Class II or higher class water treatment plant may be substituted for required education on a year for year basis. Must meet continuing education requirements imposed by 401 KAR 8:030.

### Special Licensing Requirements

State Certification as a Class IV A Water Treatment Plant Operator  
Kentucky Driver's License

City of Harrodsburg  
Water Treatment Facilities Superintendent  
Page 2

Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a municipal water treatment plant. Thorough knowledge of water plant operations. Knowledge of functions and servicing/maintenance requirements of mechanical equipment and machinery. Ability to detect mechanical flaws and make minor repairs. Skill in the use of tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples within appropriate time frames. Supervisory skills, with ability to train and evaluate subordinate employees. Ability to communicate effectively. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear, concise reports from this information.

Overtime Status

Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Treatment Facilities Assistant Superintendent

### Characteristics of the Class

Under general direction of the Harrodsburg City Commission and the Water Treatment Facilities Superintendent, supervises, operates and maintains the city's water treatment facility. Assists in supervising all personnel working at the treatment plant and all water treatment plant operations. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Under general direction of the Commission and the Water Treatment Facilities Superintendent, with the goal of maintaining and operating the city's class IV-A water treatment plant in compliance with all applicable statutes and regulations, assists the Water Treatment Facilities Superintendent in all duties and responsibilities described in the Water Treatment Facilities Superintendent Class Title. Assists in supervision of all water treatment plant personnel, and maintains "direct responsible charge" for all plant operations in the Superintendent's absence or in an assisting role to the Superintendent as required. Supervises work schedules for employees. Conducts required testing of water and prepares/submits accurate reports to supervisor. Performs or oversees preventative maintenance on plant and equipment, making repairs and adjustments as necessary for proper operation. Adds chemicals and adjusts chemical dosage feed rates in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintains accurate and complete operational records. Maintains knowledge and capability in all aspects of Superintendent's responsibilities in order to maintain continuity of operations in the event of Superintendent's absence. Performs other related duties as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds maintenance and the unloading of supplies are performed outdoors. The position requires lifting of chemicals and supplies that may weight as much as 100 pounds. A great deal of walking, kneeling and bending is involved in performing work responsibilities.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited college or university, supplemented by one (1) year of experience in operating a Class III-A, or IV-A water treatment plant. In lieu of a baccalaureate degree, work experience in the operation of a Class II or higher class water treatment plant may be substituted for required education on a year for year basis. Must meet continuing education requirements imposed by 401 KAR 8:030.

City of Harrodsburg  
Water Treatment Facilities Assistant Superintendent  
Page 2

Special Licensing Requirements

State Certification as a Class IV-A Water Treatment Plant Operator  
Kentucky Driver's License

Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a municipal water treatment plant. Thorough knowledge of water plant operations. Knowledge of functions and servicing/maintenance requirements of mechanical equipment and machinery. Ability to detect mechanical flaws and make minor repairs. Skill in the use of tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and water samples within appropriate timeframes. Supervisory skills, with ability to train and evaluate subordinate employees. Ability to communicate effectively. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear concise reports from this information.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Water Treatment Plant Class IVA/Senior Operator

Characteristics of the Class

Under general direction of the water plant superintendent, performs specialized work related to the operation and maintenance of the city's water treatment plant. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Maintains and operates a Class IVA water treatment plant in compliance with all applicable statutes and regulations. Conducts required testing of water and prepares/submits accurate reports to supervisor. Performs preventive maintenance on plant and equipment, making repairs and adjustments as necessary for proper operations. Add chemicals in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintain accurate and complete records. Performs routine clerical task associated with job responsibilities. Employee is subject to emergency call back. Performs other related duties as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds and maintenance and unloading of supplies are performed outdoors. The position required lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling, and bending is involved in performing work responsibilities.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited college or university, supplemented by one (1) year of experience in operating a Class III, or IV water treatment plant. In lieu of a baccalaureate degree, work experience in the operation of a Class II or higher class water treatment plant may be substituted for required education on a year for year basis. Must meet continuing education requirements imposed by 401 KAR 8:030.

Special Licensing Requirements

State Certification as a Class IVA Water Treatment Plant Operator  
Kentucky Driver's License

City of Harrodsburg  
Water Treatment Plant Class IVA/Senior Operator  
Page 2

Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statues pertaining to the operation and maintenance of a municipal water treatment plant. Thorough knowledge of water plant operations. Knowledge of functions and servicing/maintenance requirements of mechanical equipment and machinery. Ability to detect mechanical flaws and make minor repairs. Skill in use of tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples within appropriate time frames. Ability to communicate effectively. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear, concise reports from this information.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Treatment Plant Class IIIA

### Characteristics of the Class

Under general direction of the water plant superintendent, performs specialized work related to the operation and maintenance of the city's water treatment plant. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Maintains and operates a Class IVA water treatment plant in compliance with all applicable statutes and regulations as long as there is a Class IV within 30 minutes of the water treatment plant. Conducts require testing of water and prepares/submits accurate reports to supervisor. Performs preventive maintenance on plant and equipment, making repairs and adjustments as necessary for proper operations. Add chemicals in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintain accurate and complete records. Performs routine clerical task associated with job responsibilities. Employee is subject to emergency call back. Performs other related duties as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds and maintenance and unloading of supplies are performed outdoors. The position required lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling, and bending is involved in performing work responsibilities.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by three (3) years of experience in operating a Class III or IV water treatment plant. Must meet continuing education requirements imposed by 401 KAR 8:030.

### Special Licensing Requirements

State Certification as a Class IVA Water Treatment Plant Operator  
Kentucky Driver's License

### Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a municipal water treatment plant. Thorough knowledge of water plant operations. Knowledge of functions and servicing/maintenance requirements of mechanical equipment and machinery. Ability to detect mechanical flaws and make minor repairs. Skill in use of tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples within appropriate time frames. Ability



City of Harrodsburg  
Water Treatment Plant Class IIIA  
Page 2

to communicate effectively. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear, concise reports from this information.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Water Treatment Plant Class II/Operator in Training

Characteristics of the Class

Under general direction of the Superintendent or Class IIIA or IVA Water Plant Operator, Assisting in performing specialized work related to the operation and maintenance of the city's Water Treatment Plant. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Assists in maintaining and operations of a Class IVA Water Treatment Plant in compliance with all applicable statues and regulations. Assists in conducting required testing of water and prepares/submits accurate reports to supervisor. Assists in preventive maintenance on plant and equipment on plant and equipment, making repairs and adjustments as necessary for proper operations. Add chemicals in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintain accurate and complete records. Perform routine clerical task associated with job responsibilities. Employee is subject to emergency call back. Performs other related duties as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds and maintenance and unloading of supplies are preformed outdoors. The position required lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling, and bending is involved in performing work responsibilities.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED) is required, supplemented by two (2) years' experience operating a public water treatment plant, with six months of that experience in a Class IIA, IIIA, or IVA treatment plant. Must meet continuing education requirements imposed by 401 KAR 8:030.

Special Licensing Requirements

State Certification as a Class IIA Water Treatment Plant Operator  
Kentucky Driver's License

Special Knowledge, Skills and Abilities

Ability to learn applicable governing regulations and statues pertaining to the operation and maintenance of a municipal water treatment plant. Ability to detect mechanical flaws and make minor repairs. Ability to use tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples

City of Harrodsburg  
Water Treatment Plant Class II/Operator in Training  
Page 2

within appropriate time frames. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear, concise reports from this information. Ability to acquire appropriate certification as issued by the Commonwealth of Kentucky when required.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Water Treatment Plant Class I/Operator in Training

Characteristics of the Class

Under general direction of the Superintendent or Class IIIA or IVA Water Plant Operator, assisting in performing specialized work related to the operation and maintenance of the city's Water Treatment Plant. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Assists in maintaining and operations of a Class IVA Water Treatment Plant in compliance with all applicable statues and regulations. Assists in conducting required testing of water and prepares/submits accurate reports to supervisor. Assists in preventive maintenance on plant and equipment, making repairs and adjustments as necessary for proper operations. Add chemicals in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintain accurate and complete records. Performs routine clerical task associated with job responsibilities. Employee is subject to emergency call back. Performs other related duties as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds maintenance and the unloading of supplies are performed outdoors. The position requires lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling, and bending is involved in performing work responsibilities.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED) is required, supplemented by one (1) years of experience in operating a Class IA or higher public water system. Must meet continuing education requirements imposed by 401 KAR 8:030.

Special Licensing Requirements

State Certification as a Class IA Water Treatment Plant Operator  
Valid Kentucky Driver's License

City of Harrodsburg  
Water Treatment Plant Class I/Operator in Training  
Page 2

Special Knowledge, Skills and Abilities

Ability to learn applicable governing regulations and statues pertaining to the operation and maintenance of a municipal water treatment plant. Ability to detect mechanical flaws and make minor repairs. Ability to use tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples within appropriate time frames. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather conditions. Ability to maintain important records efficiently and accurately, and to prepare clear, concise reports from this information. Ability to acquire appropriate certification as issued by the Commonwealth of Kentucky when required.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Treatment Plant Operator Trainee

### Characteristics of the Class

Under general direction of the Superintendent or Class IIIA or IVA Water Plant Operator, assisting in performing specialized work related to the operation and maintenance of the city's Water Treatment Plant. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Assists in maintaining and operations of a Class IVA. Water Treatment Plant in compliance with all applicable statues and regulations. Assists in conducting required testing of water and prepares/submits accurate reports to supervisor. Assists in preventive maintenance on plant and equipment, making repairs and adjustments as necessary for proper operations. Add chemicals in accordance with prescribed standards. Performs custodial work in the cleaning and maintenance of plant and grounds. Maintain accurate and complete records. Performs routine clerical task associated with job responsibilities. Employee is subject to emergency call back. Performs other related duties as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed indoors at the water treatment plant. Work duties related to grounds maintenance and the unloading of supplies are performed outdoors. The position requires lifting of chemicals and supplies that may weight as much as one hundred (100) pounds. A great deal of walking, kneeling, and bending is involved in performing work responsibilities.

### MINIMUM QUALIFICATIONS

#### Training and Experience

Graduate from an accredited high school or equivalent (GED).

#### Special Licensing Requirements

Valid Kentucky Driver's License

#### Special Knowledge, Skills and Abilities

Ability to learn applicable governing regulations and statues pertaining to the operation and maintenance of a municipal water treatment plant. Ability to detect mechanical flaws and make minor repairs. Ability to use tools and equipment necessary for maintenance and operation of the plant. Ability to prepare and maintain accurate reports, and forward required reports and samples within appropriate time frames. Ability to communicate effectively. Ability to establish and maintain effective working relationships with officials, other employees and the general public. Physical ability to perform heavy labor for extended periods of time, occasionally under adverse weather

City of Harrodsburg  
Water Treatment Plant Operator Trainee  
Page 2

conditions. Ability to maintain important records efficiently and accurately, and to prepare clear concise reports from this information. Ability to acquire appropriate certification as issued by the Commonwealth of Kentucky when required.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Wastewater Treatment Facilities Superintendent

### Characteristics of the Class

Under general direction of the City Commission, supervises, oversees in the operation, maintenance and cleanliness of the wastewater treatment plant buildings, involving the treatment of wastewater in compliance with established procedures and standards and federal and state laws and administrative regulations. Monitors all aspects of the plant and grounds for unusual conditions or problems. Supervises all personnel working at the treatment plant. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Supervises and ensures proper operation and maintenance of wastewater treatment plant. Inspects and supervises proper operations of equipment and laboratory tests. Maintains accurate reports/records for plant, including samples, lab tests, etc. Assists with preparing, forwarding, and recording reports as required. Prepares daily logs on operations and laboratory results. Maintains inventory of all necessary supplies, spare parts, chemicals, equipment, and tools. Performs maintenance on equipment needed. Interacts with engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Oversees preventive maintenance programs on the plant and equipment; forwards requests for major repairs and/or equipment and tools to the Commission. Develops schedules, supervises daily work activities with the plant and grounds. Ensures proper training of employees. Responsible for maintaining time cards and processing Wastewater Treatment Plant payroll weekly. Assists with the preparation of the budget for the Wastewater Treatment Plant. Performs related work as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

### MINIMUM QUALIFICATIONS

#### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least three (3) years in a supervisory capacity. Ability to comply with safety standards. Knowledge of computers and applicable software.

#### Special Licensing Requirements

Valid Kentucky Driver's License

Certification as a Class III wastewater treatment plant operator within 3-5 years. Must maintain renewal requirements imposed by 401 KAR 5:010.



City of Harrodsburg  
Position Classifications

Class Title

Supervisor of Maintenance of Mechanical, Electrical Equipment, and Pumps at Wastewater Treatment Plant

Characteristics of the Class

Under direct supervision of the City Commission, maintains the city's wastewater facility, or other such places as designed by the City Commission.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the property maintenance of the city's wastewater treatment plant, including, but not limited to, maintenance of flow chart meter, drying beds, grit chamber, bar screen, maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisor, engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance for plant grounds. Performs related work as required.

To maintain the operation of all equipment and machinery or other mechanical and electrical devices at the Wastewater Treatment Plant. To develop schedules for daily maintenance of equipment; oversee employees who shall be responsible to maintain the equipment and machinery and make such repairs as required. Develop daily maintenance and schedule logs. Maintain an inventory of all equipment and mechanical devices. Maintain inventory of all necessary supplies. Maintain equipment and machinery. Maintain report and provide reports as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors and outdoors at wastewater treatment facility. Heavy lifting and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least two (2) years of acceptable maintenance of mechanical and electrical equipment or similar work experience.

Special Licensing Requirements

Valid Kentucky Driver's License

City of Harrodsburg  
Supervisor of Maintenance of Mechanical, Electrical Equipment, and Pumps at Wastewater  
Treatment Plant  
Page 2

Special Knowledge, Skills and Abilities

Extensive knowledge of the maintenance and repairs of equipment used in wastewater treatment plants. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively, orally and in writing with plant personnel, government officials and the general public. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Assistant Wastewater Treatment Facilities Superintendent

Characteristics of the Class

Under general direction of the Wastewater Treatment Plant Superintendent, in the absence of the Superintendent, supervises, oversees in the operation, maintenance and cleanliness of the wastewater treatment plant buildings, involving the treatment of wastewater in compliance with established procedures and standards and federal and state laws and administrative regulations. Monitors all aspects of the plant and grounds for unusual conditions or problems. Supervises all personnel working at the treatment plant. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Primary responsibility is for operation of wastewater treatment plant as required by 401 KAR 5:010.

In the absence of the Superintendent, supervises and ensures proper operation and maintenance of wastewater treatment plant. Inspects and supervises proper operations of equipment and laboratory tests. Prepares daily log and monthly reports on operations and laboratory results. Assists with preparing, forwarding, and recording reports as required. Prepares daily logs on operations and laboratory results. Maintains inventory of all necessary supplies, spare parts, chemicals, equipment, and tools. Performs maintenance on equipment needed. Interacts with engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Oversees preventive maintenance programs on the plant and equipment; forwards requests for major repairs and/or equipment and tools to the Commission. Develops schedules, supervises daily work activities with the plant and grounds. Ensures proper training of employees. Responsible for maintaining time cards and processing Wastewater Treatment Plant payroll weekly. Assists with the preparation of the budget for the Wastewater Treatment Plant. Performs related work as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least three (3) years of acceptable operation of a wastewater system. At least one (1) year of prior experience must have been with a Class II or higher wastewater system.

Special Licensing Requirements

Certification as a Class III wastewater treatment plant operator within 3 – 5 years. Must maintain renewal requirements imposed by 401 KAR 5:010.

City of Harrodsburg  
Position Classifications

Class Title

Director of Maintenance at Wastewater Treatment Plant and such other locations or departments as designated by the City Commission.

Characteristics of the Class

Under direct supervision of the City Commission, maintains the city's wastewater facility, or other such places as designated by the City Commission.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the proper maintenance of the city's wastewater treatment plant, including, but not limited to, maintenance of flow chart meter, drying beds, grit chamber, bar screen, maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisors, engineers, and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance for plant grounds. Performs related work as required.

To maintain the operation of all equipment and machinery or other mechanical and electrical devices as the Wastewater Treatment Plant or other locations designated by the City Commission. To develop schedules for daily maintenance of equipment; oversee employees who shall be responsible to maintain the equipment and machinery and make such repairs as required. Develop daily maintenance and schedule logs. Maintain an inventory of all equipment and machinery. Maintain reports and provide reports as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors and outdoors at wastewater treatment facility, or other location or department designated by the City Commission. Heavy lifting and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least two (2) years of acceptable maintenance of mechanical and electrical equipment or similar work experience.

Special Licensing Requirements

Valid Kentucky Driver's License

City of Harrodsburg

Director of Maintenance at Wastewater Treatment Plant and such other locations or departments as designated by the City Commission.

Page 2

Special Knowledge, Skills and Abilities

Extensive knowledge of the maintenance and repairs of equipment used in wastewater treatment plants. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively, orally, and in writing with plant personnel, government officials and the general public. Ability to establish and maintain effective working relationship with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non Exempt

## City of Harrodsburg Position Classifications

### Class Title

Waste Water Treatment Plant Operator III

### Characteristics of the Class

Under direct supervision of the Wastewater Treatment Facilities Superintendent, operates and maintains the city's wastewater treatment facility. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the proper operation and maintenance of the city's wastewater treatment plant, including but not limited to, maintenance of flow chart meter, drying beds, grit chamber, bar screen, maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisor, engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance of plant grounds. Performs related work as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least three (3) years of acceptable operation of a wastewater system. In lieu of educational requirements, direct operational experience in the maintenance, laboratories or other work of wastewater systems may be substituted on a year for year basis, as approved by the Kentucky Board of Certification of Wastewater System Operators.

### Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class IVA Water Treatment Plant Operator

### Special Knowledge, Skills and Abilities

Extensive knowledge of the principles, practices, materials and equipment used in wastewater treatment plants. Knowledge of all plant functions. Extensive knowledge of and ability to operate the process equipment as required to achieve plant process quality standards. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively, orally and in writing with plant personnel, government officials and the

City of Harrodsburg  
Senior Wastewater Treatment Plant Operator  
Page 2

general public. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Laboratory Technician/Wastewater Treatment Plant Operator

Characteristics of the Class

Under general supervision of the Wastewater Treatment Facilities Superintendent, performs laboratory tests as required by federal/state regulation. Operates and maintains the city's wastewater treatment facility. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the proper operation and maintenance of the city's wastewater treatment plant, including but not limited to, maintenance of flow chart meter, drying beds, grit chamber and bar screen. Maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisor, engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance of plant grounds. Performs related work as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least two (2) years of acceptable operation of a wastewater system. In lieu of educational requirements, direct operational experience in the maintenance, laboratories or other work of wastewater systems may be substituted on a year for year basis, as approved by the Kentucky Board of Certification of Wastewater System Operators.

Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class II Wastewater Treatment Plant Operator

Special Knowledge, Skills and Abilities

Extensive knowledge of the principles, practices, materials and equipment used in wastewater treatment plants. Knowledge of all plant functions. Extensive knowledge of and ability to operate the process equipment as required to achieve plant process quality standards. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory



City of Harrodsburg  
Laboratory Technician/Wastewater Treatment Plant Operator  
Page 2

Special Knowledge, Skills and Abilities continued...

agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively with plant personnel, government officials and the general public. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Exempt

## City of Harrodsburg Position Classifications

### Class Title

Wastewater Treatment Plant Operator II

### Characteristics of the Class

Under general supervision of the Wastewater Treatment Facilities Superintendent, operates and maintains the city's wastewater treatment facility. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the proper operation and maintenance of the city's wastewater treatment plant, including but not limited to, maintenance of flow chart meter, drying beds, grit chamber and bar screen. Maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisor, engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance of plant grounds. Performs related work as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least two (2) years of acceptable operation of a wastewater system. In lieu of educational requirements, direct operational experience in the maintenance, laboratories or other work of wastewater systems may be substituted on a year for year basis, as approved by the Kentucky Board of Certification of Wastewater System Operators.

### Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class II Wastewater Treatment Plant Operator

### Special Knowledge, Skills and Abilities

Extensive knowledge of the principles, practices, materials and equipment used in wastewater treatment plants. Knowledge of all plant functions. Extensive knowledge of and ability to operate the process equipment as required to achieve plant process quality standards. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively

City of Harrodsburg  
Wastewater Treatment Plant Operator II  
Page 2

Special Knowledge, Skills and Abilities continued...

with plant personnel, government officials and the general public. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Wastewater Treatment Plant Operator I

### Characteristics of the Class

Under direct supervision of the Wastewater Treatment Facilities Superintendent, operates and maintains the city's wastewater treatment facility. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs tasks consistent with the proper operation and maintenance of the city's wastewater treatment plant, including but not limited to, maintenance of flow chart meter, drying beds, grit chamber and bar screen. Maintains rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers, and maintains motors and pumps. Performs maintenance on equipment as needed. Interacts with supervisor, engineers and contractors as needed to ensure proper operation of wastewater treatment plant. Performs manual labor for maintenance of plant grounds. Performs related work as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by at least one (1) year of acceptable operation of a wastewater system. In lieu of educational requirements, direct operational experience in the maintenance, laboratories or other work of wastewater systems may be substituted on a year for year basis, as approved by the Kentucky Board of Certification of Wastewater System Operators.

### Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class I Wastewater Treatment Plant Operator

### Special Knowledge, Skills and Abilities

Knowledge of the principles, practices, materials and equipment used in wastewater treatment plants. Knowledge of all plant functions. Knowledge of and ability to operate the process equipment as required to achieve plant process quality standards. Knowledge and ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to read and interpret engineering plans and manuals. Ability to communicate effectively with plant personnel,

City of Harrodsburg  
Wastewater Treatment Plant Operator I  
Page 1

Special Knowledge, Skills and Abilities continued...

government officials and the general public. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Wastewater Treatment Plant Operator Trainee

Characteristics of the Class

Under direct supervision of the Wastewater Treatment Facilities Superintendent, assists certified wastewater treatment plant operators in the operation the city's wastewater treatment facility. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Assists wastewater treatment operators in performing tasks necessary for the proper operations and maintenance of the city's wastewater treatment plant, including but not limited to, maintenance of flow chart meter, drying beds, grit chamber, bar screen, maintaining rotating biological contractors, adjusts chlorine levels, measures sludge clarifiers and maintains motors and pumps. Performs manual labor necessary for maintenance of plant grounds. Performs related work as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works indoors at wastewater treatment facility. Heavy lifting, and extensive walking is required to perform necessary duties. Must possess excellent manual dexterity.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED).

Special Licensing Requirements

Valid Kentucky Driver's License

Special Knowledge, Skills and Abilities

Ability to become familiar with the principles, practices, materials and equipment used in wastewater treatment plants. Ability to maintain operating records, compile data and prepare operating reports required by state and federal regulatory agencies. Ability to communicate effectively. Ability to establish and maintain effective working relationships with employees, officials and the general public. Excellent physical condition.

Overtime Status

Non-Exempt

City of Harrodsburg  
Position Classifications

Class Title

Water/Wastewater Maintenance Superintendent

Characteristics of the Class

Under general direction of the Harrodsburg City Commission, maintains the city's water distributions and wastewater collection infrastructure. Supervises all departmental personnel. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Under general direction of the Harrodsburg City Commission, maintains the city's water distribution system and wastewater collection system in compliance with all applicable statutes and regulations. Supervises and evaluates departmental employees. Installs/repairs water distribution and wastewater collection lines. Conducts required testing and prepares/submits accurate reports to appropriate regulatory agencies. Makes needed repairs and performs preventive maintenance. Installs/repairs water meters. Ensures necessary supplies are available. Maintains accurate and complete records. Performs routine clerical tasks associated with job responsibilities. Performs other related duties as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed outdoors in all types of weather conditions. A great deal of walking, kneeling, bending and moderate to heavy lifting is involved in performing work responsibilities.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED), At least six (6) months of the experience must have been in the operation of Class IID, IIID, or IVD Water distribution systems. Successful completion of one (1) year of college may be substituted for one (1) year of required experience. Must meet continuing education requirements imposed by state regulations.

Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class IID Water Distribution System Operator, or higher within 3-5 years

State certification as a Class III Wastewater Collection System Operator within 3-5 years

City of Harrodsburg  
Water/Wastewater Maintenance Superintendent  
Page 2

Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a municipal water distribution system and wastewater collection system. Knowledge of functions and servicing/maintenance requirements of mechanical equipment and machinery. Ability to detect problems and make needed repairs. Ability to operate backhoe and other equipment needed for the installation and maintenance of water and sewer lines. Ability to prepare, maintain, and submit accurate reports and samples within required time frames. Knowledge of the geography of the city and surrounding area. Physical ability to perform heavy labor for extended period of time, under adverse weather conditions. Ability to maintain important records efficiently and accurately and to prepare clear concise reports from this information. Supervisory skills with ability to establish and maintain effective working relationships with officials, other employees and the general public.

Overtime Status

Non-Exempt



City of Harrodsburg  
Position Classification

Class Title

Water/Wastewater Maintenance Assistant Superintendent

Characteristics of the Class

Under general direction of the City Commission and the Water/Wastewater Maintenance Superintendent, operates maintains the city's water distributions and wastewater collection infrastructure. Assists with supervising all departmental personnel. Performs related work as required.

Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality).

Under general direction of the City Commission and the Water/Wastewater Maintenance Superintendent, maintains the city's water distribution system and wastewater collection system in compliance with all applicable statutes and regulations. Assists with supervising and evaluating departmental employees and maintains distribution and collection system in the Superintendent's absence or in assisting role to the Superintendent. Installs/repairs water distribution and wastewater collection lines. Conducts required testing and prepares/submits accurate reports to appropriate regulatory agencies. Makes needed repairs and performs preventative maintenance. Installs/repairs waters meters. Ensures necessary supplies are available. Maintains accurate and complete records. Performs routine clerical tasks associated with the jobs responsibilities. Performs other duties as required.

Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed outdoors in all types of weather conditions. A great deal of walking, kneeling and moderate to heavy lifting is involved in performing work responsibilities.

MINIMUM QUALIFICATIONS

Training and Experience

Graduate from an accredited high school or equivalent (GED), Must meet continuing education requirements imposed by state regulations.

Special Licensing Requirements

Valid Kentucky Driver's License  
State Certification of a Class IID Water Distribution System Operator, or higher within 3-5 years  
Class III Wastewater Collection System within 3-5 years

City of Harrodsburg  
Water/Wastewater Maintenance Assistant Superintendent  
Page 2  
Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a mechanical water distribution system and wastewater collection system. Knowledge of functions and servicing maintenance requirements of mechanical equipment and machinery. Ability to detect problems and make needed repairs. Ability to operate backhoe and other equipment needed for the installation and maintenance of water and sewer lines. Ability to prepare, maintain and submit accurate reports and samples within required timeframes. Knowledge of the geography of the city and surrounding area. Physical ability to perform heavy labor for extended period of time, under adverse weather conditions. Ability to maintain important records efficiently and accurately and to prepare clear concise reports from this information. Supervisory skills with ability to establish and maintain effective working relationships with officials, other employees and the general public.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Distribution System Operator

### Characteristics of the Class

Under general direction of the Superintendent of Water and Sewer Maintenance, performs specialized work related to the operation and maintenance of the city's water distribution system. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Maintains the city's water distribution water system in compliance with all applicable statutes and regulations. Conducts required testing and prepares/submits accurate reports to appropriate regulatory agencies. Makes needed repairs and performs preventive maintenance on life stations and water mains. Installs new water mains and makes water taps as needed. Recommends purchase of all supplies necessary for the operation of the water distribution system. Performs custodial work related to cleaning and maintenance of system. Maintains accurate and complete records. Performs routine clerical tasks associated with job responsibilities. Performs other related duties as required.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Work is primarily performed outdoors in all types of weather conditions. A great deal of walking, kneeling, bending and moderate to heavy lifting is involved in performing work responsibilities.

## MINIMUM QUALIFICATIONS

### Training and Experience

Graduate from an accredited high school or equivalent (GED), supplemented by two (2) years of experience in operating a distribution system. At least six (6) months of the experience must have been in the operation of Class IID, IIID, or IVD Water distribution systems. Successful completion of one (1) year of college may be substituted for one (1) year of required experience. Must meet continuing education requirements imposed by state regulations.

### Special Licensing Requirements

Valid Kentucky Driver's License

State certification as a Class IID Water Distribution System Operator, or higher

### Special Knowledge, Skills and Abilities

Thorough knowledge of applicable governing regulations and statutes pertaining to the operation and maintenance of a municipal water distribution system and wastewater collection system. Thorough knowledge of water distribution system operations. Knowledge of functions and servicing/maintenance requirement of mechanical equipment and machinery. Ability to detect

City of Harrodsburg  
Water Distribution System Operator  
Page 2

detect problems and make needed repairs. Ability to operate equipment needed for the installation and maintenance of water and sewer lines. Ability to detect problems and make needed repairs. Ability to operate equipment needed for the installation and maintenance of water lines. Ability to prepare, maintain, and submit accurate reports and samples within required time frames. Knowledge of the geography of the city and surrounding area. Physical ability to perform heavy labor for extended period of time, under adverse weather conditions. Ability to maintain important records efficiently and accurately and to prepare clear concise reports from this information. Supervisory skills with ability to establish and maintain effective working relationships with officials, other employees and the general public.

Overtime Status

Non-Exempt

## City of Harrodsburg Position Classifications

### Class Title

Water Meter Reader/Office Clerk

### Characteristics of the Class

Under general supervision, reads water meters and records appropriate data. Performs related work as required.

### Examples of Duties or Responsibilities of the Classification

(Examples of duties or responsibilities are not to be construed as describing what the duties or responsibilities of any position shall be and are not to be construed as limiting the appointing authority's ability to add to or otherwise alter the duties and responsibilities of a position. The use of an individual expression or illustration as to duties or responsibilities shall not be regarded as excluding assignment of others not mentioned which are of similar kind or quality)

Performs activities necessary for the accurate measurement of water consumption by municipal water customers. Collects data with the AMR reading system or records information on printed forms for subsequent use in calculating water bills. Cuts off water to delinquent customers, and takes action necessary to reconnect when bills are paid. Replaces inoperable meters as necessary and maintains the boxes: making sure lids are secured properly and marked adequately. Answers routine questions or complaints from customers. Will also assist in the billing office with collection and posting of water bill payments and work orders, as time allows. Performs related work as assigned by supervisor. Some building maintenance duties may be assigned as needed.

### Typical Working Conditions and Unique Physical Requirements

(Persons employed in this classification will typically perform their primary job duties under these conditions. However, these conditions may change on occasion in performing the duties of an individual position.)

Typically works outdoors and is required to perform duties in all weather conditions. Must possess adequate physical strength to lift metal lids covering water meter twenty –five to fifty (25 – 50) pounds. A great deal of walking, kneeling and bending over is required. Office days would require sitting at desk.

### MINIMUM QUALIFICATIONS

#### Training and Experience

Graduate from an accredited high school or equivalent (GED).

#### Special Licensing Requirements

Valid Kentucky Driver's License

Must be bondable

#### Special Knowledge, Skills, and Abilities

Ability to understand and follow oral and written instructions. Ability to understand and input mathematical data into computer device. Knowledge of and the ability to operate standard office equipment used in an office setting. Computer skills and the ability to utilize specialized software. Ability to maintain accurate records. Ability to learn proper procedures for installing water meters. Ability to establish and maintain an effective working relationship with other employees and the general public. Ability to perform job requirements timely in extreme weather conditions.

City of Harrodsburg  
Water Meter Reader/Office Clerk  
Page 2

Overtime Status  
Non-exempt

101  
Water  
Administration

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Employee No.	SSN	Sex	Employee Name	Title	Department	Status
DARLANDB	***_**_****	Female	Brittany Cora Jane Darland	Office Clerk/Collectio	101WtrA	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 10/17/2022

**Hire Date:** 10/17/2022

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 8810

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0 **Extra:** 0.00

0 **Extra:** 0.00

0 **Extra:** 0.00

**Other Allow:** 0

**Other Allow:** 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 560.00 **Hrly Rate:** 14.00 **Pay Code:** H

**YTD Net Amount:** 2,898.25

**YTD Gross Amount:** 3,426.29

10070



Employee No.	SSN	Sex	Employee Name	Title	Department	Status
KaysAmyTom	***-**-****	Female	Amy Tomas Kays Huffman	Utility Office Super	101WtrA	Active

**Address:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Bus Phone:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_ **Salary Level:** \_\_\_\_\_  
**Anniversary Date:** 05/30/2007 **Task Label:** \_\_\_\_\_  
**Hire Date:** 05/30/2007 **WC Code:** 8810  
**Termination Date:** \_\_\_\_\_

<b>Federal Status:</b>		<b>Dependents:</b>	4	<b>Extra:</b>	0.00	
<b>State Status:</b>	B	<b>Dependents:</b>	4	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0
<b>City/County Statu</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 884.00 **Hrly Rate:** 22.10 **Pay Code:** H

**YTD Net Amount:** 32,677.80 **YTD Gross Amount:** 47,246.86

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
KIDDANGELA	***_*_*_****	Female	Angela Mae Kidd	Senior Office Clerk	101WtrA	Terminated

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 07/09/2013  
**Hire Date:** 07/09/2013  
**Termination Date:** 09/30/2022

**Salary Level:**

**Task Label:**  
**WC Code:** 8810

**Federal Status:**

**State Status:** B  
**City/County Statu** B

**Dependents:**

**Dependents:**  
**Dependents:**

1 **Extra:** 0.00  
 1 **Extra:** 0.00  
 0 **Extra:** 0.00

**Other Allow:** 0  
**Other Allow:** 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 698.80 **Hrly Rate:** 17.47 **Pay Code:** H

**YTD Net Amount:** 22,953.39 **YTD Gross Amount:** 34,004.18

100%

102 - Water  
Treatment  
Plant

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
BAKLAWRDUA	***_*_*_****	Male	Lawrence Duane Baker	WTP Superintendent	102WTP	Active

**Address:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Bus Phone:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_ **Salary Level:** \_\_\_\_\_  
**Anniversary Date:** 12/16/2014 **Task Label:** \_\_\_\_\_  
**Hire Date:** 12/16/2014 **WC Code:** 7520  
**Termination Date:** \_\_\_\_\_

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0
<b>City/County Statu</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 1,102.80 **Hrly Rate:** 27.57 **Pay Code:** SA

**YTD Net Amount:** 30,172.00 **YTD Gross Amount:** 52,634.47

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
BOSWMARW	***_*_*_****	Male	Mark Wayne Boswell	WTP Operator III	102WTP	Active

**Address:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Bus Phone:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_ **Salary Level:** \_\_\_\_\_  
**Anniversary Date:** 03/13/2013 **Task Label:** \_\_\_\_\_  
**Hire Date:** 03/12/2013 **WC Code:** 7520  
**Termination Date:** \_\_\_\_\_

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00		
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	5
<b>City/County Statu</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 811.60 **Hrly Rate:** 20.29 **Pay Code:** H

**YTD Net Amount:** 26,403.33 **YTD Gross Amount:** 42,267.82

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
CARTRICHL	***_*_*_****	Male	Richard L Carter	Water Plant Oper IV	102WTP	Active

**Address:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_  
**Bus Phone:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_ **Salary Level:** \_\_\_\_\_  
**Anniversary Date:** 06/15/2011 **Task Label:** \_\_\_\_\_  
**Hire Date:** 06/15/2011 **WC Code:** 7520  
**Termination Date:** \_\_\_\_\_

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00		
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0
<b>City/County Statu</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 937.60 **Hrly Rate:** 23.44 **Pay Code:** H

**YTD Net Amount:** 34,780.89 **YTD Gross Amount:** 51,141.11

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
COHENBRIT	***_**_****	Female	Brittney Morgan Cooch-Henson	WTP Operator Trainee	102WTP	Terminated

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 12/05/2019 **Task Label:**  
**Hire Date:** 12/05/2019 **WC Code:** 7520  
**Termination Date:** 08/24/2021

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 709.60 **Hrly Rate:** 17.74 **Pay Code:** H

**YTD Net Amount:** 0.00 **YTD Gross Amount:** 0.00

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HAZELAYA	***_*_*_****	Male	Layne A Hazelwood	P-T WTP Oper IV	102WTP	Terminated

**Address:** 1 **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 04/24/2012 **Task Label:**  
**Hire Date:** 04/24/2012 **WC Code:** 7520  
**Termination Date:** 02/01/2022

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 824.80 **Hrly Rate:** 20.62 **Pay Code:** H

**YTD Net Amount:** 0.00 **YTD Gross Amount:** 0.00

100%



Employee No.	SSN	Sex	Employee Name	Title	Department	Status
JOHNKEITH	***_*_*_****	Male	Keith Andrew Johnson	WTP Operator Trainee	102WTP	Active

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 10/19/2020 **Task Label:**  
**Hire Date:** 10/19/2020 **WC Code:** 7520  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 575.20 **Hrly Rate:** 14.38 **Pay Code:** H

**YTD Net Amount:** 22,382.14 **YTD Gross Amount:** 28,143.26

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
MESSKEVIN	***_**_****	Male	Kevin T Messer	WTP Operator Trainee	102WTP	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 12/23/2019

**Hire Date:** 12/23/2019

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7520

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0 **Extra:** 0.00

0 **Extra:** 0.00

0 **Extra:** 0.00

**Other Allow:** 0

**Other Allow:** 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 663.60 **Hrly Rate:** 16.59 **Pay Code:** H

**YTD Net Amount:** 24,554.66

**YTD Gross Amount:** 34,844.47

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
MOSSMASONM	***_*_*_****	Male	Mason M Moss	Asst Water Plant Supe	102WTP	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 06/06/2016

**Hire Date:** 06/06/2016

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7520

**Federal Status:**

**State Status:** B

**City/County Statu**

**Dependents:**

**Dependents:**

**Dependents:**

0

0

0

**Extra:**

**Extra:**

**Extra:**

0.00

0.00

0.00

**Other Allow:**

**Other Allow:**

0

0

**Hrs/Yr:** 2,080.00

**Prds/Yr:** 52.00

**Salary:** 905.20

**Hrly Rate:** 22.63

**Pay Code:** H

**YTD Net Amount:** 29,496.95

**YTD Gross Amount:** 44,225.58

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
VANWBRET	***_*_*_****	Male	Bret Davis VanWinkle	WTP Class IVA	102WTP	Active

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 01/04/2021 **Task Label:**  
**Hire Date:** 01/04/2021 **WC Code:** 7520  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 706.40 **Hrly Rate:** 17.66 **Pay Code:** H

**YTD Net Amount:** 25,609.97 **YTD Gross Amount:** 35,942.97

100%

104 - Waste Water  
Treatment  
Plant

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
GIBSAUSTK	***_**_****	Male	Austin Kent Gibson	Operator 2	104WWTP	Active

**Address:** 0 **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 03/17/2014 **Task Label:**  
**Hire Date:** 03/17/2014 **WC Code:** 7580  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00		
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0
<b>City/County Statu</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 812.40 **Hrly Rate:** 20.31 **Pay Code:** H

**YTD Net Amount:** 19,694.88 **YTD Gross Amount:** 30,531.99

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
GOWINSCODY	***_**_****	Male	Cody Allen Gowins	Assistant WWTP Supv	104WWTP	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 08/11/2008

**Hire Date:** 08/11/2008

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7580

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0

0

0

**Extra:**

**Extra:**

**Extra:**

0.00

0.00

0.00

**Other Allow:**

**Other Allow:**

0

0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 986.00 **Hrly Rate:** 24.65 **Pay Code:** H

**YTD Net Amount:** 32,517.01

**YTD Gross Amount:** 54,486.32

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
GOWITONA	***_*_*_****	Male	Tony A Gowins	Part-time	104WWTP	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 05/27/1974

**Hire Date:** 05/27/1974

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7580

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0

0

0

**Extra:** 20.00

**Extra:** 0.00

**Extra:** 0.00

**Other Allow:** 0

**Other Allow:** 0

**Hrs/Yr:** 1,040.00 **Prds/Yr:** 52.00 **Salary:** 269.60 **Hrly Rate:** 13.48 **Pay Code:** H

**YTD Net Amount:** 173.84

**YTD Gross Amount:** 220.00

100%



Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HARMYREUGE	***_*_*_****	Male	Myron Eugene Harmon	WWTP Operator 11	104WWTP	Terminated

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Salary Level:**

**Anniversary Date:** 09/10/2013

**Task Label:**

**Hire Date:** 09/10/2013

**WC Code:** 7580

**Termination Date:** 09/21/2021

**Federal Status:**

**Dependents:**

1

**Extra:** 0.00

**State Status:** B

**Dependents:**

1

**Extra:** 0.00

**Other Allow:** 0

**City/County Statu** B

**Dependents:**

0

**Extra:** 0.00

**Other Allow:** 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 672.80 **Hrly Rate:** 16.82 **Pay Code:** H

**YTD Net Amount:** 0.00

**YTD Gross Amount:** 0.00

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HUMPJOSM	***_*_*_****	Male	Joseph M Humphrey	WWTP Oper III	104WWTP	Active

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 09/25/2012 **Task Label:**  
**Hire Date:** 09/25/2012 **WC Code:** 7580  
**Termination Date:**

<b>Federal Status:</b> :	<b>Dependents:</b> 1	<b>Extra:</b> 0.00		
<b>State Status:</b> B	<b>Dependents:</b> 1	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B	<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 875.60 **Hrly Rate:** 21.89 **Pay Code:** H

**YTD Net Amount:** 33,859.60 **YTD Gross Amount:** 48,959.35

100%

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
MOORERICR	***_*_*****	Male	Eric Ray Moore	Supervisor of Maint.M	104WWTP	Active

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Bus Phone: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Salary Level: \_\_\_\_\_  
 Anniversary Date: 09/10/2012 Task Label: \_\_\_\_\_  
 Hire Date: 09/10/2012 WC Code: 7520  
 Termination Date: \_\_\_\_\_

Federal Status:		Dependents:	1	Extra:	0.00		
State Status:	B	Dependents:	2	Extra:	0.00	Other Allow:	0
City/County Statu	B	Dependents:	0	Extra:	0.00	Other Allow:	0

Hrs/Yr: 2,080.00 Prds/Yr: 52.00 Salary: 1,019.20 Hrly Rate: 25.48 Pay Code: H

YTD Net Amount: 32,865.19 YTD Gross Amount: 45,838.72

from 9/10/2012 to 1/14/2022  
 50% Water  
 50% Sewer

from 1/15/2022 to current  
 100% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
REEDJAMES	***_*_*_****	Male	James Edward Reed II	WWTP Super.	104WWTP	Active

**Address:** \_\_\_\_\_ **Home Phone:**  
**Bus Phone:**

**Birth Date:** \_\_\_\_\_ **Salary Level:**  
**Anniversary Date:** 11/20/2017 **Task Label:**  
**Hire Date:** 11/20/2017 **WC Code:** 7580  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0
<b>City/County Statu</b>		<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b> 0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 1,063.60 **Hrly Rate:** 26.59 **Pay Code:** SA

**YTD Net Amount:** 36,125.53 **YTD Gross Amount:** 52,958.64

100%

106- Water and  
Sewer  
Maintenance

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Employee No.	SSN	Sex	Employee Name	Title	Department	Status
GOWITROK	***_*_*_*_*_*	Male	Troy K Gowins	PT WSM Supervisor	106WSM	Active

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 01/12/2016 **Task Label:**  
**Hire Date:** 01/12/2016 **WC Code:** 7580  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b>	0	<b>Extra:</b>	36.00		
<b>State Status:</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0
<b>City/County Statu</b>	B	<b>Dependents:</b>	0	<b>Extra:</b>	0.00	<b>Other Allow:</b>	0

**Hrs/Yr:** 1,040.00 **Prds/Yr:** 52.00 **Salary:** 1,027.20 **Hrly Rate:** 51.36 **Pay Code:** H

**YTD Net Amount:** 35,373.94 **YTD Gross Amount:** 47,638.40

50% Water  
50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HAGENJACOB	***_**_****	Male	Jacob Allen Hagenbuch	Public Service Worker	106WSM	Terminated

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 02/21/2022 **Task Label:**  
**Hire Date:** 02/21/2022 **WC Code:** 7520  
**Termination Date:**

<b>Federal Status:</b>	<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b>	<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B	<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 670.00 **Hrly Rate:** 16.75 **Pay Code:** H  
**YTD Net Amount:** 521.18 **YTD Gross Amount:** 573.35

50% Water  
50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HARTPAUL	***_***_****	Male	Paul Hartman	Part Time PSW 3	106WSM	Terminated

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 05/17/2021

**Hire Date:** 05/17/2021

**Termination Date:** ~~10/31/2022~~

**Salary Level:**

**Task Label:**

**WC Code:** 7520

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0

0

0

**Extra:** 0.00

**Extra:** 0.00

**Extra:** 0.00

**Other Allow:** 0

**Other Allow:** 0

**Hrs/Yr:** 1,040.00 **Prds/Yr:** 52.00 **Salary:** 428.00 **Hrly Rate:** 21.40 **Pay Code:** H

**YTD Net Amount:** 15,820.10

**YTD Gross Amount:** 19,200.00

50% Water  
50% Sewer



Employee No.	SSN	Sex	Employee Name	Title	Department	Status
HOWELLST	***_**_****	Male	G. Thomas Withers Howells	WSM Superintendent	106WSM	Active

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 06/02/2021 **Task Label:**  
**Hire Date:** 06/02/2021 **WC Code:** 7520  
**Termination Date:**

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 905.60 **Hrly Rate:** 22.64 **Pay Code:** H

**YTD Net Amount:** 43,742.10 **YTD Gross Amount:** 59,645.97

50% Water  
50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
JEWELLWILL	***_**_****	Male	William Jeffrey Jewell	Meter Reader	106WSM	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 11/19/2019

**Hire Date:** 11/19/2019

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7520

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

1

1

0

**Extra:**

**Extra:**

**Extra:**

0.00

0.00

0.00

**Other Allow:**

**Other Allow:**

0

0

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 600.00 **Hrly Rate:** 15.00 **Pay Code:** H

**YTD Net Amount:** 23,051.15

**YTD Gross Amount:** 32,069.22

50% Water  
 50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
LAMBAUSTIN	***-**-****	Male	Austin W Lamb	Public Service Worker	106WSM	Active

Address:

Home Phone:  
 Bus Phone:

Birth Date:

Anniversary Date: 07/19/2021

Hire Date: 07/19/2021

Termination Date:

Salary Level:

Task Label:

WC Code: 9102

Federal Status:

State Status: B

City/County Statu B

Dependents:

Dependents:

Dependents:

0 Extra: 0.00

0 Extra: 1.00

0 Extra: 0.00

Other Allow: 0

Other Allow: 0

Hrs/Yr: 2,080.00 Prds/Yr: 52.00 Salary: 540.00 Hrly Rate: 13.50 Pay Code: H

YTD Net Amount: 20,514.19

YTD Gross Amount: 28,542.22

From 7/19/21 to 8/22/22  
 50% Street  
 50% Parks

from 8/23/22 to current  
 50% Water  
 50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
LEWISETHAN	***-**-****	Male	Ethan C Lewis	Public Service Worker	106WSM	Active

Address:

Home Phone:  
 Bus Phone:

Birth Date:

Anniversary Date: 05/18/2020

Hire Date: 05/18/2020

Termination Date:

Salary Level:

Task Label:

WC Code: 7520

Federal Status:

State Status: B

City/County Statu B

Dependents:

Dependents:

Dependents:

0

0

0

Extra:

Extra:

Extra:

0.00

0.00

0.00

Other Allow: 0

Other Allow: 0

Hrs/Yr: 2,080.00 Prds/Yr: 52.00 Salary: 674.00 Hrly Rate: 16.85 Pay Code: H

YTD Net Amount: 30,418.75

YTD Gross Amount: 42,304.81

from 5/18/2020 to 10/11/21  
 100% cemetery

from 10/12/21 to current  
 50% Water  
 50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
MOORET	***_*_*_****	Male	Trevor Blake Moore	Public Service Worker	106WSM	Terminated

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 09/20/2021 **Task Label:**  
**Hire Date:** 09/20/2021 **WC Code:** 7520  
**Termination Date:** 09/25/2021

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 680.00 **Hrly Rate:** 17.00 **Pay Code:** H  
**YTD Net Amount:** 0.00 **YTD Gross Amount:** 0.00

50% Water  
50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
WHALEND	***_*_*_****	Male	Daniel Scott Whalen	Public Serv. Worker II	106WSM	Active

**Address:**

**Home Phone:**  
**Bus Phone:**

**Birth Date:**

**Anniversary Date:** 03/21/2022

**Hire Date:** 03/21/2022

**Termination Date:**

**Salary Level:**

**Task Label:**

**WC Code:** 7520

**Federal Status:**

**State Status:** B

**City/County Statu** B

**Dependents:**

**Dependents:**

**Dependents:**

0

0

0

**Extra:**

**Extra:**

**Extra:**

0.00

0.00

0.00

**Other Allow:**

**Other Allow:**

0

0

**Hrs/Yr:** 2,080.00

**Prds/Yr:** 52.00

**Salary:** 693.60

**Hrly Rate:** 17.34

**Pay Code:** H

**YTD Net Amount:** 19,773.42

**YTD Gross Amount:** 26,431.84

50% Water  
 50% Sewer

Employee No.	SSN	Sex	Employee Name	Title	Department	Status
WOODJOSH	***_**_****	Male	Joshua B Woods	Public Service Worker	106WSM	Terminated

**Address:** **Home Phone:**  
**Bus Phone:**

**Birth Date:** **Salary Level:**  
**Anniversary Date:** 11/05/2018 **Task Label:**  
**Hire Date:** 11/05/2018 **WC Code:** 7520  
**Termination Date:** 09/10/2021

<b>Federal Status:</b>		<b>Dependents:</b> 0	<b>Extra:</b> 0.00		
<b>State Status:</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	
<b>City/County Statu</b> B		<b>Dependents:</b> 0	<b>Extra:</b> 0.00	<b>Other Allow:</b> 0	

**Hrs/Yr:** 2,080.00 **Prds/Yr:** 52.00 **Salary:** 578.40 **Hrly Rate:** 14.46 **Pay Code:** H

**YTD Net Amount:** 0.00 **YTD Gross Amount:** 0.00

50% Water  
50% Sewer





Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-9:**

For each employee listed in Harrodsburg's response to Item 8 above, describe how Harrodsburg allocated their payroll and payroll overhead charges to each city division for the proposed test year. This response shall include a detailed explanation of all allocation procedures. Payroll overhead charges include payroll taxes, health insurance premiums, pension costs, and any other employee benefit costs.

**Response:** See attached documents: DR 1-09 FY20-21 Payroll Tax, Retirement, Health Ins, Etc, DR 1-09 FY 21-22 Payroll Tax, Retirement, Health Ins, Etc, DR 1-09 FY22-23 Payroll Tax, Retirement, Health Ins, Etc, and DR 1-09 FY22-23 Payroll Tax, Retirement, Health Ins, Etc.

Any allocated percentage is noted on the documents; however, the City's FY21 Audit allocated employees in the Water and Sewer Maintenance division to be 55% to Water and 45% to Sewer based on the approximate revenue from each system. Harrodsburg is only including information for employees who are assigned to the following divisions: Water Administration, Water Operations, Sewer Operations, and Water and Sewer Maintenance.

**Witness:** Shelby Lewis, Human Resources

# Payroll

## Deduction Register - Summary



User: slewis  
 Printed: 12/1/2022 - 10:16 AM  
 Check Date Range: 07/01/2020 to 06/30/2021  
 Period End Range: All  
 Batch Info: All  
 Deductions: 1FBC, 1FBV, CITYRE, FICAR, MEDIR, RCER1, RCERS, RCERSH, RHEALT, RKEIN, RMETLFSummary

	Amount
<b>1FBC: Fringe Benefits - Clothing</b>	
BAKLAWRDU - Baker, Lawrence Duane	194.31
BOSWMARW - Boswell, Mark Wayne	242.96
CARTRICHL - Carter, Richard L	492.08
COHENBRIT - Cooch-Henson, Brittney Morgan	370.35
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	139.95
JOHNKEITH - Johnson, Keith Andrew	114.28
[REDACTED]	[REDACTED]
LEWISETHAN - Lewis, Ethan C	348.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	330.02
MOSSMASONM - Moss, Mason M	205.84
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
VANWBRET - VanWinkle, Bret Davis	76.45
WOODJOSH - Woods, Joshua B	194.99
<b>1FBC Deduction Total:</b>	<b>6,839.64</b>

Amount

**1FBV: fringe benefits - vehicle**

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

**1FBV Deduction Total: 2,220.00**

Amount

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**CITYRE: Uncollected City Retirement**

[REDACTED]

[REDACTED]

**CITYRE Deduction Total:**

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[REDACTED]





	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	832.04
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	2,133.42
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	<hr/>
<b>FICAR Deduction Total:</b>	<b>220,066.89</b>







	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	194.56
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	498.95
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	<hr/>
<b>MEDIR Deduction Total:</b>	<b>51,466.44</b>





Amount

RCERSH: Haz.RetirementEmployerPaid)

[REDACTED]

[REDACTED]

RCERSH Deduction Total:

[REDACTED]

Amount

RHEALT: Employer Health

[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	6,128.20
[REDACTED]	[REDACTED]
COHENBRIT - Cooch-Henson, Brittney Morgan	471.40
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	6,128.20
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARMYREUGE - Harmon, Myron Eugene	6,128.20
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	6,128.20
JOHNKEITH - Johnson, Keith Andrew	2,828.40
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	6,128.20
[REDACTED]	[REDACTED]
LEWISHEL - Lewis, Shelby Lynne	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	6,128.20
MOSSMASONM - Moss, Mason M	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
REEDJAMES - Reed II, James Edward	6,128.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



Amount

RMETLF: Hartford Life (Employer Paid)

[REDACTED]	[REDACTED]
<b>BAKLAWRDUA - Baker, Lawrence Duane</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>BOSWMARW - Boswell, Mark Wayne</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>CARTRICHL - Carter, Richard L</b>	67.08
[REDACTED]	[REDACTED]
<b>COHENBRIT - Cooch-Henson, Brittney Morgan</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>GIBSAUSTK - Gibson, Austin Kent</b>	67.08
[REDACTED]	[REDACTED]
<b>GOWINSCODY - Gowins, Cody Allen</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>HARMYREUGE - Harmon, Myron Eugene</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>HUMPJOSM - Humphrey, Joseph M</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>JEWELLWILL - Jewell, William Jeffrey</b>	67.08
<b>JOHNKEITH - Johnson, Keith Andrew</b>	30.96
<b>KaysAmyTom - Kays Huffman, Amy Tomas</b>	67.08
<b>KELLYTRAV - Kelly, Travis Lane</b>	3.87
<b>KIDDANGELA - Kidd, Angela Mae</b>	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>LEWISETHAN - Lewis, Ethan C</b>	58.05
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MESSKEVIN - Messer, Kevin T</b>	67.08
[REDACTED]	[REDACTED]





Amount

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Report Total: 1,518,228.83

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# Payroll

## Deduction Register - Summary



User: slewis  
 Printed: 12/1/2022 - 10:25 AM  
 Check Date Range: 07/01/2021 to 06/30/2022  
 Period End Range: All  
 Batch Info: All  
 Deductions: 1FBC, 1FBV, CITYRE, FICAR, MEDIR, RCER1, RCERS, RCERSH, RHEALT, RKEIN, RMETLFSummary

	Amount
<b>1FBC: Fringe Benefits - Clothing</b>	
[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	380.45
BOSWMARW - Boswell, Mark Wayne	95.37
CARTRICHL - Carter, Richard L	292.41
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARTPAUL - Hartman, Paul	125.96
HOWELLST - Howells, G. Thomas Withers	407.44
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	402.69
JOHNKEITH - Johnson, Keith Andrew	421.30
KaysAmyTom - Kays Huffman, Amy Tomas	291.35
KIDDANGELA - Kidd, Angela Mae	65.46
[REDACTED]	[REDACTED]
LAMBAUSTIN - Lamb, Austin W	97.41
LEWISETHAN - Lewis, Ethan C	157.45
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	161.85
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	187.89
MOSSMASONM - Moss, Mason M	166.87
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
VANWBRET - VanWinkle, Bret Davis	51.29
[REDACTED]	[REDACTED]
<b>1FBC Deduction Total:</b>	<b>8,246.29</b>

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	<u>Amount</u>
<b>IFBV: fringe benefits - vehicle</b>	
<b>HOWELLST - Howells, G. Thomas Withers</b>	750.00
[REDACTED]	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	450.00
	<hr/>
<b>1FBV Deduction Total:</b>	<b>1,335.00</b>

Amount

FICAR: Fica Employer Portion

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
BAKLAWRDU - Baker, Lawrence Duane	3,398.19
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	2,658.70
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	3,394.85
[REDACTED]	[REDACTED]
COHENBRIT - Cooch-Henson, Brittney Morgan	559.04
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	2,504.15
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	3,450.09
GOWITONA - Gowins, Tony A	13.64
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HAGENJACOB - Hagenbuch, Jacob Allen	35.55
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARTPAUL - Hartman, Paul	1,337.09
HOWELLST - Howells, G. Thomas Withers	3,751.38
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	3,099.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JOHNKEITH - Johnson, Keith Andrew	1,826.69
[REDACTED]	[REDACTED]
KaysAmyTom - Kays Huffman, Amy Tomas	2,820.46

	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>KIDDANGELA - Kidd, Angela Mae</b>	2,401.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>LAMBAUSTIN - Lamb, Austin W</b>	1,629.55
<b>LEWISETHAN - Lewis, Ethan C</b>	2,636.12
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MESSKEVIN - Messer, Kevin T</b>	2,246.79
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MOORERICR - Moore, Eric Ray</b>	3,504.49
<b>MOORET - Moore, Trevor Blake</b>	47.35
<b>MOSSMASONM - Moss, Mason M</b>	2,822.83
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	2,248.98
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	2,164.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	641.22

Amount

[REDACTED]

[REDACTED]

**FICAR Deduction Total: 206,933.46**

Amount

MEDIR: Medicare Employer Portion

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	794.85
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	621.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	794.00
[REDACTED]	[REDACTED]
COHENBRIT - Cooch-Henson, Brittney Morgan	130.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	585.61
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	806.86
GOWITONA - Gowins, Tony A	3.19
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HAGENJACOB - Hagenbuch, Jacob Allen	8.31
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARMYREUGE - Harmon, Myron Eugene	176.10
[REDACTED]	[REDACTED]
HARTPAUL - Hartman, Paul	312.71
HOWELLST - Howells, G. Thomas Withers	877.34
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	724.78
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	474.86
JOHNKEITH - Johnson, Keith Andrew	427.34
[REDACTED]	[REDACTED]
KaysAmyTom - Kays Huffman, Amy Tomas	659.64



	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>KIDDANGELA - Kidd, Angela Mae</b>	561.66
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>LAMBAUSTIN - Lamb, Austin W</b>	381.09
<b>LEWISETHAN - Lewis, Ethan C</b>	616.52
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MESSKEVIN - Messer, Kevin T</b>	525.42
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MOORERICR - Moore, Eric Ray</b>	819.57
<b>MOORET - Moore, Trevor Blake</b>	11.07
<b>MOSSMASONM - Moss, Mason M</b>	660.33
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	792.37
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	506.30
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	149.97

Amount

[REDACTED]

[REDACTED]

**MEDIR Deduction Total:** 48,395.72

Amount

RCERS: Retirement (Employer Paid)

<b>BAKLAWRDUA - Baker, Lawrence Duane</b>	14,945.44
[REDACTED]	[REDACTED]
<b>BOSWMARW - Boswell, Mark Wayne</b>	11,898.75
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>CARTRICHL - Carter, Richard L</b>	14,862.58
[REDACTED]	[REDACTED]
<b>COHENBRIT - Cooch-Henson, Brittney Morgan</b>	1,950.64
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>GIBSAUSTK - Gibson, Austin Kent</b>	11,095.67
[REDACTED]	[REDACTED]
<b>GOWINSCODY - Gowins, Cody Allen</b>	15,073.49
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>HARMYREUGE - Harmon, Myron Eugene</b>	2,521.38
[REDACTED]	[REDACTED]
<b>HOWELLST - Howells, G. Thomas Withers</b>	14,206.63
[REDACTED]	[REDACTED]
<b>HUMPJOSM - Humphrey, Joseph M</b>	13,627.36
[REDACTED]	[REDACTED]
<b>JEWELLWILL - Jewell, William Jeffrey</b>	8,931.60
<b>JOHNKEITH - Johnson, Keith Andrew</b>	8,046.60
<b>KaysAmyTom - Kays Huffiman, Amy Tomas</b>	13,312.68
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>KIDDANGELA - Kidd, Angela Mae</b>	10,643.02
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>LAMBAUSTIN - Lamb, Austin W</b>	5,121.21
<b>LEWISETHAN - Lewis, Ethan C</b>	11,458.49
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MESSKEVIN - Messer, Kevin T</b>	9,766.47
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MOORERICR - Moore, Eric Ray</b>	15,233.20
<b>MOORET - Moore, Trevor Blake</b>	205.80
<b>MOSSMASONM - Moss, Mason M</b>	12,444.86
[REDACTED]	[REDACTED]

	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	14,728.36
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	9,515.52
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	2,108.79
[REDACTED]	[REDACTED]
	<hr/>
<b>RCERS Deduction Total:</b>	<b>716,322.15</b>

Amount

RCERSH: Haz.RetirementEmployerPaid)

[REDACTED]

[REDACTED]

RCERSH Deduction Total:

[REDACTED]

Amount

RHEALT: Employer Health

[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	6,129.76
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	6,129.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	6,129.76
[REDACTED]	[REDACTED]
COHENBRIT - Cooch-Henson, Brittney Morgan	1,060.92
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	6,129.76
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	6,129.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARMYREUGE - Harmon, Myron Eugene	1,532.44
HOWELLST - Howells, G. Thomas Withers	5,068.84
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	6,129.76
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	6,129.76
JOHNKEITH - Johnson, Keith Andrew	6,129.76
KaysAmyTom - Kays Huffman, Amy Tomas	3,098.48
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	6,129.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	6,129.76
MOSSMASONM - Moss, Mason M	6,129.76
MURPHYL - Murphy IV, Louis O	943.04
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
REEDJAMES - Reed II, James Edward	6,129.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	6,129.76
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WOODJOSH - Woods, Joshua B</b>	1,532.44
	<hr/>
<b>RHEALT Deduction Total:</b>	<b>348,164.88</b>

Amount

RMETLF: Hartford Life (Employer Paid)

[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	67.08
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	67.08
[REDACTED]	[REDACTED]
COHENBRIT - Cooch-Henson, Brittney Morgan	11.61
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	67.08
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARMYREUGE - Harmon, Myron Eugene	16.77
[REDACTED]	[REDACTED]
HOWELLST - Howells, G. Thomas Withers	56.76
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	67.08
JOHNKEITH - Johnson, Keith Andrew	67.08
KaysAmyTom - Kays Huffman, Amy Tomas	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	67.08
[REDACTED]	[REDACTED]
LAMBAUSTIN - Lamb, Austin W	47.73
LEWISETHAN - Lewis, Ethan C	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	67.08
MOSSMASONM - Moss, Mason M	67.08
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]





Amount

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Report Total: 1,498,290.64

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# Payroll

## Deduction Register - Summary

User: slewis  
Printed: 12/1/2022 - 10:20 AM  
Check Date Range: 07/01/2022 to 12/02/2022  
Period End Range: All  
Batch Info: All  
Deductions: 1FBC, 1FBV, CITYRE, FICAR, MEDIR, RCER1, RCERS, RCERSH, RHEALT, RKEIN, RMETLFSummary



	Amount
<b>1FBC: Fringe Benefits - Clothing</b>	
<b>BOSWMARW - Boswell, Mark Wayne</b>	288.00
██	████████
<b>KaysAmyTom - Kays Huffman, Amy Tomas</b>	211.51
<b>LEWISHEL - Lewis, Shelby Lynne</b>	100.89
██	████████
	1,411.40
<b>1FBC Deduction Total:</b>	<b>1,411.40</b>

---

	<u>Amount</u>
<b>1FBV: fringe benefits - vehicle</b>	
<b>BAKLAWRDU - Baker, Lawrence Duane</b>	168.00
<b>HOWELLST - Howells, G. Thomas Withers</b>	540.00
<b>[REDACTED]</b>	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	339.00
	<hr/>
<b>1FBV Deduction Total:</b>	<b>1,476.00</b>

Amount

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**CITYRE: Uncollected City Retirement**

[REDACTED]

[REDACTED]

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**CITYRE Deduction Total:**

[REDACTED]

Amount

FICAR: Fica Employer Portion

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
BAKLAWRDU - Baker, Lawrence Duane	1,561.91
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	1,224.12
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	1,506.97
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
DARLANDB - Darland, Brittany Cora Jane	212.42
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	595.16
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	1,635.61
GOWITROK - Gowins, Troy K	1,401.18
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARTPAUL - Hartman, Paul	530.80
[REDACTED]	[REDACTED]
HOWELLST - Howells, G. Thomas Withers	1,646.30
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	1,440.54
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	939.98
JOHNKEITH - Johnson, Keith Andrew	798.68
[REDACTED]	[REDACTED]
KaysAmyTom - Kays Huffman, Amy Tomas	1,282.82
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	809.61
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
LAMBAUSTIN - Lamb, Austin W	860.06
LEWISETHAN - Lewis, Ethan C	1,186.48
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	1,018.39

	<u>Amount</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MOORERICR - Moore, Eric Ray</b>	1,174.82
<b>MOSSMASONM - Moss, Mason M</b>	1,297.96
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>REEDJAMES - Reed II, James Edward</b>	1,669.59
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	1,091.69
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WHALEND - Whalen, Daniel Scott</b>	1,006.40
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	<hr/>
<b>FICAR Deduction Total:</b>	<b>92,075.18</b>

Amount

MEDIR: Medicare Employer Portion

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	365.27
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	286.20
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	352.48
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
DARLANDB - Darland, Brittany Cora Jane	49.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	139.19
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	382.53
GOWITROK - Gowins, Troy K	327.58
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HARTPAUL - Hartman, Paul	124.20
[REDACTED]	[REDACTED]
HOWELLST - Howells, G. Thomas Withers	385.03
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	336.91
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	219.85
JOHNKEITH - Johnson, Keith Andrew	186.78
[REDACTED]	[REDACTED]
KaysAmyTom - Kays Huffman, Amy Tomas	300.00
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	189.27
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
LAMBAUSTIN - Lamb, Austin W	201.18
LEWISETHAN - Lewis, Ethan C	277.47
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	238.14





Amount

RCERS: Retirement (Employer Paid)

<b>BAKLAWRDU</b> - Baker, Lawrence Duane	6,840.10
[REDACTED]	[REDACTED]
<b>BOSWMARW</b> - Boswell, Mark Wayne	5,439.50
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>CARTRICHL</b> - Carter, Richard L	6,558.21
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>GIBSAUSTK</b> - Gibson, Austin Kent	2,671.62
[REDACTED]	[REDACTED]
<b>GOWINSCODY</b> - Gowins, Cody Allen	7,101.31
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>HOWELLST</b> - Howells, G. Thomas Withers	7,160.23
[REDACTED]	[REDACTED]
<b>HUMPJOSM</b> - Humphrey, Joseph M	6,292.87
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>JEWELLWILL</b> - Jewell, William Jeffrey	4,108.22
<b>JOHNKEITH</b> - Johnson, Keith Andrew	3,498.07
<b>KaysAmyTom</b> - Kays Huffman, Amy Tomas	5,805.10
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>KIDDANGELA</b> - Kidd, Angela Mae	2,808.15
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>LAMBAUSTIN</b> - Lamb, Austin W	3,716.42
<b>LEWISETHAN</b> - Lewis, Ethan C	5,245.79
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MESSKEVIN</b> - Messer, Kevin T	4,400.60
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>MOORERICR</b> - Moore, Eric Ray	5,104.24
<b>MOSSMASONM</b> - Moss, Mason M	5,685.14
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>REEDJAMES</b> - Reed II, James Edward	7,214.28
[REDACTED]	[REDACTED]

	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	4,763.59
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WHALEND - Whalen, Daniel Scott</b>	4,395.29
[REDACTED]	[REDACTED]
<b>RCERS Deduction Total:</b>	
	<b>314,052.68</b>

Amount

RCERSH: Haz.RetirementEmployerPaid)

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

RCERSH Deduction Total:

[REDACTED]

Amount

RHEALT: Employer Health

[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	2,911.11
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	1,763.94
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HOWELLST - Howells, G. Thomas Withers	2,911.11
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	2,911.11
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	2,911.11
JOHNKEITH - Johnson, Keith Andrew	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	1,771.98
LEWISETHAN - Lewis, Ethan C	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	2,404.83
MOSSMASONM - Moss, Mason M	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
REEDJAMES - Reed II, James Edward	2,911.11
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

---

	<u>Amount</u>
<b>VANWBRET - VanWinkle, Bret Davis</b>	2,911.11
████████████████████	████████
████████████████████	████████
████████████████████	████████
██	████████
<b>WHALEND - Whalen, Daniel Scott</b>	2,911.11
████████████████████	████████
	<hr/>
<b>RHEALT Deduction Total:</b>	<b>164,220.72</b>

Amount

RMETLF: Hartford Life (Employer Paid)

[REDACTED]	[REDACTED]
BAKLAWRDUA - Baker, Lawrence Duane	29.67
[REDACTED]	[REDACTED]
BOSWMARW - Boswell, Mark Wayne	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
CARTRICHL - Carter, Richard L	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
GIBSAUSTK - Gibson, Austin Kent	16.77
[REDACTED]	[REDACTED]
GOWINSCODY - Gowins, Cody Allen	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
HOWELLST - Howells, G. Thomas Withers	29.67
[REDACTED]	[REDACTED]
HUMPJOSM - Humphrey, Joseph M	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
JEWELLWILL - Jewell, William Jeffrey	29.67
JOHNKEITH - Johnson, Keith Andrew	29.67
KaysAmyTom - Kays Huffman, Amy Tomas	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
KIDDANGELA - Kidd, Angela Mae	18.06
[REDACTED]	[REDACTED]
LAMBAUSTIN - Lamb, Austin W	29.67
LEWISETHAN - Lewis, Ethan C	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MESSKEVIN - Messer, Kevin T	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
MOORERICR - Moore, Eric Ray	24.51
MOSSMASONM - Moss, Mason M	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
REEDJAMES - Reed II, James Edward	29.67
[REDACTED]	[REDACTED]

	Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>VANWBRET - VanWinkle, Bret Davis</b>	29.67
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
<b>WHALEND - Whalen, Daniel Scott</b>	29.67
[REDACTED]	[REDACTED]
<b>RMETLF Deduction Total:</b>	<b>1,901.46</b>



Amount

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Report Total: 680,324.35

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Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-10:**

- a. Provide a listing of all health care plan categories available to Harrodsburg's employees, i.e., single, married no dependents, single parent with dependents, family, etc.
- b. Explain if Harrodsburg pays 100 percent of each employee's health care premium.
- c. If the response is Item 10.b. is no, identify the amount of the premium each employee is required to contribute.
- d. For each employee listed in Harrodsburg's response to Item 8 above, identify the type of health insurance coverage the employees are provided.

**Response:** Harrodsburg pays 100% of employees' health care premium if they elect single coverage. For other coverage, Harrodsburg will pay an amount equal to the single premium plus 40% of additional premium. In FY 2021, this amounted to Harrodsburg paying approximately 61% of the Employee and Spouse coverage, 67% of the Employee and Children coverage, and 49% of the Family coverage.

See attached documents: DR 1-10 Health Ins Rates FY20-21, DR 1-10 Health Ins Rates FY21-22, and DR 1-10 Health Ins Rates FY22-23. In addition, please see the documents attached in response to Item 9 above for the City's expense for health insurance coverage each Water and Sewer employee has.

**Witness:** Shelby Lewis, Human Resources

# City of Harrodsburg

Rates Effective: 7/1/20 - 6/30/21  
 W32080



We're Kentucky,  
 We're Local,  
 We're Cities.

City of Harrodsburg currently has Plan Year Benefits for Medical

\$ 250

MEDICAL	Current		Renewal
	LHRA03E62	IN-Network	HRACO3C6
<b>Deductible</b>			<b>IN-Network</b>
Single	\$1,500		\$1,500
Family	\$3,000		\$3,000
<b>Coinsurance</b>	20%		20%
<b>Out-of-Pocket Maximum (includes deductible)</b>			
Single	\$3,425		\$3,425
Family	\$6,850		\$6,850
<b>Physician Copay</b>			
PCP	\$30		\$30
SCP	\$60		\$60
<b>Urgent Care</b>	20%		20%
<b>Emergency Room</b>	20%		20%
<b>Deductible Type</b>	Non - Embedded		Non - Embedded
<b>Prescription Drug Plan *</b>			
Retail (30 day supply)	\$10/\$30/\$50/25% w/ \$200 Max		\$10/\$35/\$75/25% w/ \$350 Max
Mail Order (90 day supply)	\$10/\$75/\$150/25% w/ \$200 Max		\$25/\$105/\$225/25% w/ \$350 Max
<b>Census as of 4/1/20</b>			
Single	61	\$552.14	\$510.68
EE/Sp	0	\$1,145.29	\$1,057.99
EE/Ch	4	\$983.52	\$908.72
Family	0	\$1,738.45	\$1,605.29
<b>Total</b>	<b>65</b>	<b>\$37,614.62</b>	<b>\$34,786.36</b>

Percent Change from Current

7.52%

\* Benefits for in-network pharmacies. Rx copays apply to the Out of Pocket Maximum

\*\* Rx deductible does not apply to generic medications

This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this summary, the terms of the Group Contract will prevail.

Please sign below if your group is renewing above plan(s) as is and not making any plan changes

Plan Selected: HRACO3C6 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Anthem Rates July 2020 - June 2021  
Per Week

	<u>Employee</u>	<u>City</u>
Single	-0-	117.85
E + Spouse	94.73	149.43
E + Child(ren)	168.89	140.81
Family	189.45	181.00

# City of Harrodsburg

Rates Effective: 7/1/21 - 6/30/22  
 W32080



We're **K**entucky,  
 We're **L**ocal,  
 We're **C**ities.

City of Harrodsburg currently has Plan Year Benefits for Medical

**\$ 250**

MEDICAL	Current	Renewal
	<b>HRAC03C6</b>	<b>HRAC03T7</b>
	<b>IN-Network</b>	<b>IN-Network</b>
<b>Deductible</b>		
Single	\$1,500	\$1,500
Family	\$3,000	\$3,000
<b>Coinsurance</b>	20%	20%
<b>Out-of-Pocket Maximum (includes deductible)</b>		
Single	\$3,425	\$3,425
Family	\$6,850	\$6,850
<b>Physician Copay</b>		
PCP	\$30	\$30
SCP	\$60	\$60
<b>Urgent Care</b>	20%	20%
<b>Emergency Room</b>	20%	20%
<b>Deductible Type</b>	Non - Embedded	Non - Embedded
<b>Prescription Drug Plan</b>	<b>Level 1 / Preferred In-Network Provider</b>	
<b>Retail - 30 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)	\$10/\$35/\$75/25% w/ \$350 Max	\$10/\$35/\$75/25% w/ \$350 Max
<b>Mail Order - 90 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)	\$25/\$105/\$225/25% w/ \$350 Max	\$25/\$105/\$225/25% w/ \$350 Max
	<b>Level 2 / Non-Preferred In-Network Provider</b>	
<b>Retail - 30 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)		\$20/\$45/\$85/25% w/ \$450 Max
<b>Census as of 4/1/21</b>		
<b>Single</b>	60	\$510.68
<b>EE/Sp</b>	0	\$1,057.99
<b>EE/Ch</b>	4	\$908.72
<b>Family</b>	0	\$1,605.29
<b>Total</b>	64	\$34,275.68
		\$34,284.92

Percent Change from Current

0.03%

Please sign below if your group is renewing above plan(s) as is and not making any plan changes

Plan Selected: **HRAC03T7** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, please refer to the Summary Benefits of Coverage for your group's chosen plan details.

# Anthem Rates July 2021 - June 2022 per week

	employee pd	employer pd
Single	- 0 -	117.88
E+Spouse	94.70	149.45
E+Child(ren)	68.88	140.84
Family	189.41	181.02

# City of Harrodsburg

Rates Effective: 7/1/22 - 6/30/23  
 W32080



We're Kentucky.  
 We're Local.  
 We're Cities.

City of Harrodsburg currently has Plan Year Benefits for Medical

MEDICAL	Current	Renewal
	<b>HRACO3T7</b>	<b>HRACA02T1</b>
	<b>IN-Network</b>	<b>IN-Network</b>
<b>Deductible</b>		
Single	\$1,500	\$1,500
Family	\$3,000	\$3,000
<b>Coinsurance</b>	20%	20%
<b>Out-of-Pocket Maximum (includes deductible)</b>		
Single	\$3,425	\$3,500
Family	\$6,850	\$7,000
<b>Physician Copay</b>		
Preferred PCP	New Tier Level 2022	\$10
PCP	\$30	\$20
SCP	\$60	\$50
<b>Urgent Care</b>	20%	20%
<b>Emergency Room</b>	20%	20%
<b>Deductible Type</b>	Non - Embedded	Non - Embedded
<b>Prescription Drug Plan</b>	<b>Level 1 / Preferred In-Network Provider</b>	
<b>Retail - 30 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)	\$10/\$35/\$75/25% w/ \$350 Max	\$10/\$35/\$75/25% w/ \$350 Max
<b>Mail Order - 90 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)	\$25/\$105/\$225/25% w/ \$350 Max	\$25/\$105/\$225/25% w/ \$350 Max
<b>Prescription Drug Plan</b>	<b>Level 2 / Non-Preferred In-Network Provider</b>	
<b>Retail - 30 day supply</b> (Tier 1/Tier 2/Tier 3/Tier 4)	\$20/\$45/\$85/25% w/ \$450 Max	\$20/\$45/\$85/25% w/ \$450 Max
<b>Census as of 4/1/22</b>		
<b>Single</b>	54	\$510.83
<b>EE/Sp</b>	0	\$1,058.01
<b>EE/Ch</b>	3	\$908.78
<b>Family</b>	0	\$1,605.19
<b>Total</b>	57	\$30,311.16
		\$548.47
		\$1,137.05
		\$976.53
		\$1,725.64
		\$32,546.97

Percent Change from Current

7.38%

Please sign below if your group is renewing above plan(s) as is and not making any plan changes

Plan Selected: HRACA02T1

Signature: 

Date: 06-13-2022

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, please refer to the Summary Benefits of Coverage for your group's chosen plan details.

# Anthem Rates July 2022 - June 2023

	employee pd	employer pd
Single	-0-	126.57
E + Spouse	81.50	180.90
E + Child(ren)	59.27	1166.08
Family	162.99	235.23

employee only plan + 40%



Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-11**

Refer to Harrodsburg's 2021 Audit, Schedule of Utility Operating Expenses Municipal Waterworks and Sewer System For the Year Ended June 30, 2021 at page 63. The Fringe Benefits reported by the water division for fiscal year 2021 is \$282,953.2 Provide a breakdown of Harrodsburg's reported fringe benefits of \$282,953 (i.e.; Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, County Employee Retirement System, etc.).

**Response:** The fringe benefits making up \$282,953 are as follows:

Payroll taxes	\$39,395
Insurance	\$70,742
Retirement	\$172,025
Life Insurance	\$791

See documents attached in response to Item 8 above.

**Witness:** Shelby Lewis, Human Resources

Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-12:**

- a. List all joint or shared costs that Harrodsburg incurred during the Fiscal Years 2020 and 2021. For each cost, list the vendor, total expense amount, amounts allocated per division, and the basis for allocation.
- b. Describe the procedures Harrodsburg uses to allocate joint and shared costs between its divisions.

**Response:** Expenses for Water Operations and Sewer Operations are assigned directly to the Water or Sewer Departments. Expenses for the Water and Sewer Maintenance division are split 55% to Water and 45% to Sewer.

**Witness:** Shavonna Huffman, City Clerk

Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-13:**

Provide all internal memorandums, policy statements, correspondence, and documents related to Harrodsburg's allocations of joint and shared costs.

**Response:** The City does not have any specific written policy related to the allocation of Water & Sewer Maintenance expenses to the Water system and the Sewer system. The 55/45 split is based on the approximate percentage of revenue derived from each system.

**Witness:** Shavonna Huffman, City Clerk

Case No. 2022-00349  
City of Harrodsburg Water Department  
Response to Commission Staff's First Request for Information

**Commission Staff 1-14:**

Provide the "Enterprise Funds Uniform Financial Information Report" that Harrodsburg submitted to the Kentucky Department of Local Government for the fiscal year ending June 30, 2021.

**Response:** See attached document DR 1-14 UFIR 2020-2021.

**Witness:** Shavonna Huffman, City Clerk

**MILLER, MAYER, SULLIVAN & STEVENS LLP**

CERTIFIED PUBLIC ACCOUNTANTS

**PRESCRIBED FORM REPORT**

Mayor Billy Whitenick and Members of the Board of Commissioners  
City of Harrodsburg, Kentucky  
Harrodsburg, Kentucky

Management is responsible for the accompanying City Uniform Financial Information Report of the City of Harrodsburg, Kentucky for the year ended June 30, 2021. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on the City Uniform Financial Information Report included in the accompanying prescribed form.

The financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Kentucky Department for Local Government, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the City of Harrodsburg, Kentucky and the Kentucky Department for Local Government and is not intended to be and should not be used by anyone other than these specified parties.

We are not independent with respect to the City of Harrodsburg, Kentucky.

*Miller, Mayer, Sullivan, & Stevens, LLLP*

Miller, Mayer, Sullivan, & Stevens, LLLP  
April 13, 2022

prescribed form report 2017.docx



**City  
 Uniform Financial  
 Information Report  
 Fiscal Year 2020 - 2021**

Part I - Reporting Information	
City Name	Harrodsburg, Kentucky
Address	208 South Main Street
City, State, Zip	Harrodsburg, Kentucky
County	Mercer
City Classification	4th

(Please correct any error in name, address, and ZIP Code)

**NOTE: Cities must submit UFIRS to DLG ELECTRONICALLY.**



Please save the worksheet to your hard drive. Once completed, attach the worksheet to an email and forward to [DLG-CSD@ky.gov](mailto:DLG-CSD@ky.gov).

Note - Data supplied by your city in this report will be used by State and Federal Agencies and public interest groups in Kentucky. By filing this report, you will not receive local government finance reporting forms from the U.S. Census Bureau.

**Part II - Contact Information**

Name of person who completed form		Telephone
Michael Young		859-223-3095 x 210
Title		Date
CPA		04/07/22
Company (if not city)	Reporting Format (accounting basis)	Telephone
Miller, Mayer, Sullivan, & Stevens, LLP	GAAP-Fund	

**RELATED ORGANIZATIONS** – Please list related organizations such as Boards, Commissions, or Utilities, whose Board members are appointed by the City's Mayor or legislative body, or who receive a major portion of their funding from city resources.

Organization/Address	Chief Executive	Telephone

**Part III - Certification** - Completed report must be signed prior to filing.

This is to certify that the data contained in this report is accurate to the best of my knowledge and belief.

Signature of Official	Title	Date completed
	Mayor	04-25-2022
Printed Name of Official		Telephone
Billy Whitewack		859-734-2383



Before filling out this form, please read carefully each part and all related definitions and instructions.

All information should be provided on a basis consistent with generally accepted accounting principles for the fiscal year July 1, 2020 through June 30, 2021.

Combine all items that are not entered in specific categories provided and enter the total in the "Other" line item. Amounts classified as "Other" should not exceed 5% of the corresponding category total.

ROUND TO THE NEAREST DOLLAR. DO NOT SHOW CENTS FOR REVENUES OR EXPENDITURES

THE ACTUAL TAX RATE LEVIED, COLUMN (c), PART IV MUST BE COMPLETED EVEN IF THERE WAS NOT A CHANGE IN THE TAX RATE FROM FISCAL YEAR 2020.

Part IV - City Revenue requests the fee, rate or amount charged per unit of service. If any line-item has a multiple rate schedule, please provide a copy of the rate schedule. The schedule is only required in years when the rates have been revised or implemented.

Tax rates should be reported as decimal amounts. For instance a rate of 22 and 7/10 cents per \$100 assessed value should be reported as .227

Report only new debt or lease agreements. DO NOT COMPLETE THESE SECTIONS AGAIN IF THEY WERE REPORTED LAST YEAR AND THERE WERE NO CHANGES IN THE DEBT OR LEASE AGREEMENT.

Please be sure to reconcile subtotals and totals to the city's annual financial statements.

Information in this report may not match financial information in the city's annual audited financial statements prepared in accordance with KRS 91A.020

DLG has an electronic version of the UFIR. Please access this document on the DLG website: <http://www.kydlgweb.ky.gov/>. For more information contact DLG-CSD@ky.gov or 800-348-5606.

**Note Especially**

Please report amounts covering all funds and accounts of your city except for employee-retirement funds administered by your city. Include bond redemption and interest funds, and construction or development funds as well as current funds. Exclude refunds and transfers between funds.

Please include any CARES Act information on Page 5, section E. Intergovernmental Revenues - Continued, under Other intergovernmental revenues, in the Federal Funds column.

Since this form applies to cities of different sizes and complexity, some items may not apply to your city. However, read the definitions carefully for each item in the report.

Do not change any categories. Call for clarification.

This report must be emailed to the Department of Local Government by May 1, 2022 per requirements of KRS 65.905.

Financial information for all utilities connected with the city must be reported on this form.

Please note your basis of accounting (cash, modified accrual or accrual) in this report.

Depreciation - to be shown as a part of "Other Operations".

**General Definitions**

The following general definitions will apply to grouping of expenditure categories:

**General Government** - includes all general functions of your city including finance, administration, elected officials, public buildings and general insurance coverage if not assigned to individual operating departments.

**Public Safety** - includes all police, fire, ambulance, correctional, inspection and code enforcement activities, and any other activity that promotes the protection of life and property.

**Public Services** - includes maintenance and construction of basic infrastructure and solid waste activities. Streets and roads, leaf and brush collection, solid waste collection and recycling, operation of public parking, riverports, and stormwater and natural resource management.

**Community Service** - includes parks and recreation, public health, public welfare and assistance activities, housing and community development, mass transit programs, and educational support programs.

**Utilities** - include water sewerage, natural gas, electric and telecommunications systems. Please report stormwater utility costs within Public Services even if a fee is charged to support the program as a utility.

**Part IV - TAX RATES**

FORM F-65(KY-3)O - 4/2021

A. Property Tax Rates	Compensating (a)	4% Increase (b)	Adopted Rate (c)
1. Real			.665
2. Personal			.665
3. Motor vehicle/watercraft			.230
<b>B. Other Rates</b>			
1. Occupational license fee (payroll tax)			
2. Net profits			
3. Gross receipt tax			
4. Insurance premium tax			
5. Bank deposits			
6. Restaurant tax			
7. Motel tax			

**Part V - TAX AND OTHER REVENUES**

Please list all tax revenues received for the reporting period. Intergovernmental revenues should be listed under the source from which you received them, i.e. State, Federal, or from a City, County or a Special District. This may include revenues received from services you provide to another government.

<b>A. Property Tax</b>	
1. Real	\$319,789
2. Personal	\$36,286
3. Motor vehicle/watercraft	\$128,987
4. Bank deposits franchise tax	\$60,540
5. Delinquent (all years)	
<b>SUBTOTAL Property Taxes</b>	<b>\$545,602</b>
<b>B. License and Permit Fees</b>	
1. City vehicle licensing (auto stickers)	
2. Right of way/street cut permits	
3. Alcoholic beverage licenses	\$292,305
4. Planning, zoning, development fees	
5. Other licensing and permit fees including: Animal control; building, electrical, and plumbing permits; Electrical contractors' licenses, development impact fees, unloading fees, building, electrical, plumbing and natural gas inspections.	\$1,500
<b>SUBTOTAL License &amp; Permit Fees</b>	<b>\$293,805</b>

Please continue on next page



## Part V – TAX AND OTHER REVENUES – Continued

FORM F-65(KY-3)O - 4/2021

### C. Occupation and Business Fees

1. Occupational license fees	
(a) Payroll	\$2,218,574
(b) Net profits	\$215,153
(c) Gross receipts	
2. Fixed rate business license	\$21,875
<b>SUBTOTAL for Occupation and Business Fees</b>	<b>\$2,455,602</b>

### D. Other Taxes/Fees

1. Franchise fees	
(a) Electric	\$388,009
(b) Natural gas	\$67,867
(c) Water/wastewater	
(d) Other franchise fees	\$58,998
2. Motel tax	
3. Restaurant tax	\$668,425
4. Insurance premium tax	\$1,469,279
<b>SUBTOTAL for Other Taxes/Fees</b>	<b>\$2,652,578</b>

Function activity	From cities, counties, or special districts (a)	From State (b)	From Federal (c)
<b>E. Intergovernmental Revenues</b>			
1. General Support	\$30,323		\$192,115
2. Government payments in lieu of taxes	\$15,393		
3. Public Safety			
(a) Police	\$20,694	\$74,936	\$9,158
(b) Fire/EMS	\$407,741	\$88,844	
(c) Corrections			
4. Public Services			
(a) Streets and roads		\$385,054	
5. Community Services			
(a) Parks and recreation	\$2,500		
(b) Public welfare			
(c) Public health			
(d) Housing and community development			
(e) Transit/bus systems			
(f) Educational support			

Please continue on next page

## Part V - Tax and Other Revenues - Continued

FORM F-65(KY-3)O - 4/2021

	From cities, counties, or special districts (a)	From State (b)	From Federal (c)
<b>E. Intergovernmental Revenues - Continued</b>			
<b>6. Utilities</b>			
(a) Water supply			\$7,069
(b) Sewerage systems			
(c) Electric power systems			
(d) Natural gas systems			
(e) Telecommunications			
7. Other intergovernmental revenues (Include: Local government economic assistance: area development fund grant; other from local, state or federal governments; CARES funding.)			
<b>SUBTOTAL for Intergovernment Revenues</b>	<b>\$476,651</b>	<b>\$548,834</b>	<b>\$208,342</b>
<b>F. Other Revenues/Charges</b>			
<b>1. Airport revenue</b>			
<b>2. Utility sales</b>			
(a) Water		\$2,754,919	
(b) Sewerage		\$2,555,704	
(c) Electric			
(d) Natural gas			
(e) Telecommunications/cable			
3. Parking (lots, meters, garages, etc)			
4. Parks and recreation receipts			
5. River ports, locks, etc.			
6. Special assessments			
7. Sale of real or surplus property		\$64,957	
8. Investment/interest earnings (Exclude construction and pensions)		\$21,510	
9. Fines and forfeits (including parking violations)		\$7,670	
10. Transit authority			
11. Penalties and interest		\$83,806	
12. Donations			
13. Rents		\$4,101	
Please continue on next page			

### Part V - TAX AND OTHER REVENUES - Continued

FORM F-65(KY-3)O - 4/2021	
14. Solid waste collection and disposal	\$688,719
15. Other miscellaneous revenues (Include: recoveries, impounded vehicles, ambulance runs, fire protection, police arrest fees, etc)	\$628,886
16. Bond proceeds	\$228,680
<b>SUBTOTAL Other Revenues/Charges</b>	<b>\$7,038,952</b>
<b>TOTAL Municipal Revenues</b>	<b>\$14,220,366</b>

### Part VI – EXPENDITURES

List all city spending both as direct expenditures and costs associated with services provided by other governments. An example might be spending for sewerage treatment by another city, or police or fire services provided by the county government. Include costs your city incurs for services provided by other non-profit agencies such as social services, public health, and public welfare.

Function activity	To other cities, counties, or special districts (a)	To State (b)	To Federal (c)
<b>A. Intergovernmental Expenditures ---</b> (all payments to other governments for services, programs, or reimbursements)			
1. General government	\$893,706		
2. Public safety	\$123,735		
3. Public services	\$47,629		
4. Community services			
5. Utilities			
<b>SUBTOTAL for Intergovernmental Expenditures</b>	<b>\$1,065,070</b>	<b>\$0</b>	<b>\$0</b>

Provide spending directly attributed to the city's operations by salaries and wages, other operations, and capital outlay. Salaries and wages should only include direct salary costs including any overtime and differential pay. Do not include fringe benefits or other costs such as unemployment insurance. Operations include all other costs including materials, supplies, contractual services and other miscellaneous costs. Capital outlay is normally defined as items costing at least \$1,000 and having a useful life of more than three years.

Function activity	Salaries and wages (a)	Other operations (b)	Capital Outlay	
			Equipment, land and existing structures (c)	Construction (d)
<b>B. Direct Expenditures by the City</b>				
1. General government (Administrative, legal, overhead, public buildings)	\$289,838	\$312,939		
2. General government: Financial Administration				
3. Public Safety				
(a) Police	\$945,520	\$297,928		
(b) Fire/EMS/Ambulance	\$753,983	\$180,785	\$8,328	
(c) Code enforcement/inspection				
(d) Corrections				
(e) Other costs (e.g., dispatch)	\$212,334	\$72,584	\$69,090	
<b>SUBTOTAL Direct Expenditures by City</b>	<b>\$2,201,675</b>	<b>\$864,236</b>	<b>\$77,418</b>	<b>\$0</b>

Please continue on next page

**Part VI – EXPENDITURES - Continued**

FORM F-65(KY-3)O - 4/2021 Function activity	Salaries and wages (a)	Other operations (b)	Capital Outlay	
			Equipment, land and existing structures (c)	Construction (d)
<b>4. Public services</b>				
(a) Streets and roads	\$243,516	\$473,090	\$49,288	\$128,277
(b) Sanitation/solid waste		\$641,193		
(c) Natural resources				
(d) Riverport facilities				
(e) Parking facilities				
(f) Cemeteries	\$169,329	\$79,074	\$12,055	
<b>SUBTOTAL for Public Services</b>	<b>\$412,845</b>	<b>\$1,193,357</b>	<b>\$61,343</b>	<b>\$128,277</b>
<b>5. Community services</b>				
(a) Parks and recreation	\$96,463	\$73,812		
(b) Public health				
(c) Public welfare				
(d) Housing and community development				
(e) Transit/bus system				
(f) Educational support				
<b>SUBTOTAL for Community Services</b>	<b>\$96,463</b>	<b>\$73,812</b>	<b>\$0</b>	<b>\$0</b>
<b>6. Utilities</b>				
(a) Water systems	\$520,554	\$1,085,371		\$170,615
(b) Sewerage systems	\$367,666	\$627,961		\$170,614
(c) Electric power systems				
(d) Natural gas systems				
(e) Cable/telecommunications				
<b>SUBTOTAL for Utilities</b>	<b>\$888,220</b>	<b>\$1,713,332</b>	<b>\$0</b>	<b>\$341,229</b>
<b>7. Debt payments (include all principal and interest)</b>				
(a) General Government				
(b) Public safety		\$237,344		
(c) Public services		\$27,293		
(d) Community services		\$10,047		
(e) Utilities		\$2,383,128		
<b>SUBTOTAL for Debt Payments</b>		<b>\$2,657,812</b>		
8. Bond insurance costs				
9. Miscellaneous expenditures		\$420,118		
<b>SUBTOTAL Bond Ins &amp; Misc Expenditures</b>	<b>\$0</b>	<b>\$420,118</b>	<b>\$0</b>	<b>\$0</b>
<b>SUBTOTAL Direct Expenditures by City</b>	<b>\$3,599,203</b>	<b>\$6,922,667</b>	<b>\$138,761</b>	<b>\$469,506</b>

Please continue on next page

**Part VII - PENSION AND BENEFIT COSTS**

FORM F-65(KY-3)O - 4/2021

**Personnel Expenditures**

1. CERS non-hazardous	\$701,142
2. CERS hazardous	\$146,463
3. City pensions	
4. Health insurance	
5. All other employee benefits	\$803,624
<b>SUBTOTAL Pension &amp; Benefits</b>	<b>\$1,651,229</b>

**Part VIII - INDEBTEDNESS**

List a summary of total city debt outstanding at the beginning and end of the fiscal year. Include new debt incurred during the reporting period. Segregate the total debt by revenue and general obligation bonds.

Activity	Outstanding beginning FY (a)	Issued (b)	Retired (c)	Outstanding ending FY (d)	General obligation (e)	Revenue bonds (f)
1. General governmental funds	\$740,215	\$39,073	\$243,978	<b>\$535,310</b>	\$535,310	
2. Business type funds (water, sewer, gas, electric)	\$39,522,292	\$189,607	\$1,579,086	<b>\$38,132,813</b>	\$21,070,813	\$17,062,000
3. Private activity bonds (industrial revenue, non profits...)				\$0		
4. Short-term debt (All government funds)						
(a) Beginning of fiscal year						
(b) End of fiscal year						
5. Interest paid on						
(a) Water debt				\$402,021		
(b) Electric debt						
(c) Gas debt						
(d) Transit debt						
(b) All other debt				\$432,727		
<b>TOTAL Interest Paid</b>				<b>\$834,748</b>		
<b>TOTAL Municipal Expenditures</b>						
<b>Sum totals of Parts VI and VII</b>						<b>\$13,846,436</b>

**Part IX - CASH AND INVESTMENTS**

1. Beginning of fiscal year	\$9,708,458
2. End of fiscal year	
(a) Sinking funds	\$610,121
(b) Bond proceeds	
(c) Other reserved funds	\$1,516,376
(d) All non-reserved cash and investments	\$8,579,597

**Finished**